

TOWN OF DAVIE

TOWN COUNCIL AGENDA REPORT

TO: Mayor and Councilmembers

FROM/PHONE: William W. Ackerman, CPA, Budget & Finance Director/797-1050

PREPARED BY: William W. Ackerman, CPA, Budget & Finance Director/797-1050

SUBJECT: Resolution

AFFECTED DISTRICT: N/A

ITEM REQUEST: **Schedule for Council Meeting**

TITLE OF AGENDA ITEM: AGREEMENT - A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA, AUTHORIZING THE APPROPRIATE TOWN OFFICIALS TO EXECUTE A TREASURY MANAGEMENT SERVICES AGREEMENT WITH SUNTRUST BANK, AND PROVIDING AN EFFECTIVE DATE. (\$60,000)

REPORT IN BRIEF: The accompanying resolution is necessary to authorize the execution of the agreement between the Town and SunTrust Bank for banking services. The Town's practice is to evaluate treasury management services approximately every five years by going through a competitive request for proposal process. The Town Council previously ratified staff's first place ranking of SunTrust's proposal via resolution R-2008-105. Negotiations between the Town and SunTrust were successful and the resulting agreement is attached as Exhibit A to the resolution.

PREVIOUS ACTIONS: R-2008-105, selecting SunTrust for banking services.

CONCURRENCES: The Town Attorney has reviewed the agreement.

FISCAL IMPACT: Yes

Has request been budgeted? Yes

If yes, expected cost: \$60,000.00

Account Name: Bank Service Fees, 001-9810-519-0592

RECOMMENDATION(S): Motion to approve the resolution

Attachment(s): Resolution and Exhibit "A"

RESOLUTION NO. _____

A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA, AUTHORIZING THE APPROPRIATE TOWN OFFICIALS TO EXECUTE A TREASURY MANAGEMENT SERVICES AGREEMENT WITH SUNTRUST BANK, AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town solicited sealed proposals for Banking Services; and

WHEREAS, after having solicited proposals from financial institutions and having selected SunTrust Bank as the most responsive to the Town's treasury management requirements, it is in the best interest of the Town of Davie to maintain its accounts at SunTrust Bank, and

WHEREAS, it is in the Town's best interest to execute an agreement for such services.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF DAVIE, FLORIDA:

SECTION 1. The Town Council hereby approves the agreement with SunTrust Bank, attached hereto as Exhibit "A," and authorizes its execution by the Mayor and other Town Officials as appropriate.

SECTION 2. This resolution shall take effect immediately upon its passage and adoption.

PASSED AND ADOPTED THIS _____ DAY OF _____, 2008.

MAYOR/COUNCILMEMBER

ATTEST:

TOWN CLERK

APPROVED THIS _____ DAY OF _____, 2008.

EXHIBIT “A”



TREASURY MANAGEMENT SERVICES MASTER AGREEMENT

1. **Introduction.** SunTrust Bank offers a full range of treasury management services to our clients under the terms and conditions set forth in this master agreement and the other documents described below. Throughout this master agreement, SunTrust Bank is referred to as “we” or “us,” the treasury management services that we offer are referred to as the “services,” this master agreement and the other documents described below are together referred to as the “agreement” and the person or entity using any of the services is referred to as “you.”

When you sign a service schedule regarding any service or a delegation of authority you are agreeing to be bound by the terms and conditions of the agreement. In addition, if you use or attempt to use any service, you are agreeing to be bound by the terms and conditions of the agreement relating to that service, even if you have not signed the service schedule for that service. In either event, the agreement is a legally binding contract that can only be changed as provided in this master agreement.

2. **Organization of Agreement.** As indicated above, the agreement is made up of several documents, each of which serves a special purpose. The relevant documents and their purposes are as follows:

- **Service Schedules.** The service schedule for a service describes the nature and scope of the service as well as the specific terms and conditions relating to that service.
- **Master Agreement.** This master agreement sets forth the rights and responsibilities that you and we have with respect to the services that we offer and addresses issues that are common to all services.
- **Town of Davie’s Request for Proposals, Banking Services, B-08-47,** as amended by the Bank’s Proposal.
- **Delegation of Authority.** The delegation of authority is completed when you elect to take advantage of the convenience of delegating authority concerning the services within your company.
- **Implementation/Setup Forms.** The implementation/setup forms provide operational information concerning the services that you have elected to use.
- **Software Materials.** We may grant to you a nonexclusive, nontransferable, limited license or sublicense to use one or more software programs with certain services. There may also be a separate license agreement and/or user manual for some of those software programs. The agreement and any applicable separate license agreement and user manual set forth the terms and conditions relating to your right to use those software programs and important instructions and requirements for their use. Those software programs and those other items are all part of the software materials.
- **Rules and Regulations.** The rules and regulations for deposit accounts that you maintain with us in connection with your utilization of a service set forth the terms and conditions relating to the establishment, maintenance and operation of your deposit accounts.

If there is any inconsistency on a particular issue among the documents that make up the agreement, the documents will control that particular issue in the order set forth from top to bottom above.

3. **Amendments.** We may change or add to the terms and conditions of this master agreement by giving you 30 calendar days’ prior written notice and we may change or add to the terms and conditions of any service schedule (including changing any of your service option selections) by giving you 10 calendar days prior written notice. We may change the information on the implementation/setup forms without giving you notice. If you continue to use a service after the change becomes effective, you are bound by the changed or new terms and conditions. If the change or addition to any terms and conditions is required by applicable law, clearing house rules or funds transfer system rules, or if we believe that the change is necessary for the security or integrity of the systems that we use in performing services for you, we may change or add to the terms and conditions in this master agreement or any service schedule by giving you notice promptly after we make the change. In that case, you are bound by the changed or new terms and conditions unless you terminate your use of the relevant services immediately after you receive our notice of the change. We may change or add to the terms of the software materials or the rules and regulations by following the procedures set forth in those documents.

4. **Services.** You may use any of the services that we have agreed to perform for you. If you attempt to use a service that we have not agreed to perform for you, we may refuse to perform that service. We may also delay and/or refuse to process any item, transaction or instruction with respect to a service which (a) does not comply with the terms and conditions of the agreement relating to that particular service, (b) is not complete, correct and current, (c) is greater in frequency or number than is permitted for the relevant account or service, (d) is for an amount that is less than the minimum amount permitted for the relevant account or service, (e) relates to an account that has been closed or exceeds the amount of available funds in the relevant account (or would reduce the balance of the available funds in the relevant account below any required minimum balance), unless we have agreed to extend you credit in a separate written agreement and you have met all of the conditions to access credit that is available under that separate written agreement, (f) we believe in good faith is not genuine, conflicts with another instruction or relates to funds or an account over which there is a dispute or restriction on withdrawal, (g) we suspect results from a breach in the confidentiality of a security procedure or authorization code or relates to an account or service that we suspect is being used for, or is the target of, fraudulent or illegal activity, or (h) might cause us to violate applicable law or otherwise expose us to liability.

5. **Overdrafts.** As noted above, we may delay and/or refuse to process any item, transaction or instruction that exceeds the amount of available funds in the relevant account (or would reduce the balance of the available funds in the relevant account below any required minimum balance). If we decide in our discretion to process an item, transaction or instruction that exceeds the amount of available funds in the relevant account (or would reduce the balance of the available funds in the relevant account below any required minimum balance), you agree to reimburse us on demand for (a) the full amount of any overdraft or other shortfall created by that item, transaction or instruction, (b) all overdraft fees and charges we may impose from time to time, (c) interest on the amount of the overdraft or other shortfall at the rate we may impose from time to time for the day the overdraft or other shortfall was created and for each following day until the overdraft or other shortfall has been paid, and (d) all costs and expenses (including, without limitation, attorney's fees) we incur in collecting the overdraft or other shortfall, or any fees, charges or interest relating to it, from you.

6. **Security Procedures and Authorization Codes.** Some of the services require you to implement appropriate security procedures that are described in the service schedules for those services. The security procedures are designed to verify the authenticity of instructions that we receive and to control access to information and services. They are not designed to detect errors in the content or transmission of instructions or information. We may rely on the security procedures to control access to information and services and to determine whether any instructions we receive are authorized. You will be bound by all instructions issued in your name and accepted by us in compliance with the applicable security procedures, whether or not you or one of your authorized persons actually authorized those instructions. The security procedures may require the use of PINs, user ID numbers, passwords, test keys, algorithms or other codes, all of which are referred to as "authorization codes." In some cases, we will provide all of the authorization codes (which, for some services, may be the same for multiple users). In these cases, we will either give the authorization codes directly to your users or we will give them to the person within your company that you have designated as your "contact." Your contact is then responsible for distributing the authorization codes to your users. In other cases, you will be required to appoint a person within your company who has the authority to determine who is permitted to use certain services on your behalf. That individual is referred to as your "security administrator." In these cases, we may give your contact or security administrator the authorization codes or a portion of the authorization codes with the rest of the authorization codes going to another contact or security administrator. If we do not give all of the authorization codes to a single security administrator, your security administrator must obtain the other portions of the authorization codes from the other contact or security administrator who received them. After obtaining the other portions of the authorization codes, your security administrator is responsible for creating and providing authorization codes for and establishing limits on each user's authority to initiate transactions, access information and use services on your behalf. Some services give you the option of designating more than one contact and/or security administrator. You are completely responsible for controlling access to and maintaining the confidentiality of the security procedures and authorization codes and you must promptly report any breach of that confidentiality to us. You are also completely responsible for the actions of your contacts, your security administrators, any users to whom we or your contacts or security administrators have provided authorization codes and any other person who has obtained access to your authorization codes. In some cases, a third party vendor may provide the authorization codes on our behalf.

7. **Authorized Persons.** The individuals who have authority to give us instructions, access information and use services on your behalf are those that are reflected in your delegation of authority, if you have executed one, or any other separate written resolution or other document relating to the services that you have given us. In addition, if you use a service that involves authorization codes, any person giving us an appropriate authorization code will be deemed to have authority to give us instructions, access information and use services on your behalf, even if he or she is not otherwise designated as

having authority to do so. You may also authorize third party processors and other agents to give us instructions, access information and use services on your behalf. We may act upon any oral or written instructions we receive that we believe in good faith to have been given by an authorized person (including instructions sent by facsimile or other electronic method). We are authorized to follow the instructions of your contact, your security administrator or any person designated as having authority to act on your behalf (or that gives us or uses an appropriate authorization code) until we receive written notice that his or her authority (or authorization code) has been terminated and we have had a reasonable time to act upon that notice. At our option, we may require written confirmation of instructions that are given orally or by facsimile.

8. Our Online Services and Software Materials.

(A) Use of Online Services. We offer several online services (including data transmission services) that allow you to electronically access information concerning your accounts, give us instructions regarding certain transactions with respect to your accounts and use of the services, and transmit and receive data files to or from us. We can also use online services to electronically provide you reports, confirmations, statements and other information regarding your accounts and use of the services. The instructions that you can give us through online services vary by service. These online services may require you to comply with various security procedures and to use authorization codes. You agree to provide us with all information we request to enable us to activate your ability to use online services. Some of the online services have specific formatting and other technical requirements, as we may specify from time to time. You agree to comply with these requirements when using the online services and to allow us to test and approve your setup for an online service or data transmission service before you begin using it. Several of the online services may also require you to use software that we license or sublicense to you. Your use of that software is subject to the terms of the license agreement that accompanies it.

(B) Nonexclusive License. Your rights in the online services and software materials are limited to a nonexclusive license to use them solely in connection with your use of the services for your internal business purposes. You may not transfer or assign any of your rights with respect to the license, and the license will be automatically revoked if the agreement is terminated generally or with respect to the particular service to which the online services or software materials relate. If your license is revoked, you must return the software materials and any copies or extracts that you have made to us immediately. You may not (i) sublicense, sell, lease, distribute or (except with respect to your employees or agents) provide access to any of the online services or software materials to any third party, (ii) use the online services or software materials in a service bureau, time-sharing, outsourcing or similar arrangement, (iii) use the online services or software materials in any manner that is not expressly permitted by the agreement, (iv) modify, decompile, reverse engineer, disassemble or create derivative works from the online services or software materials or (v) take any actions or engage in any conduct that violates our rights (or those of our vendor) with respect to the online services or software materials.

(C) Proprietary Rights. Except as otherwise set forth in the software materials or the relevant service schedule, we or our vendor retain all ownership and other rights in the online services and software materials and in any related trade secrets, copyrights and other intellectual property rights. In addition, you acknowledge that the online services and software materials are confidential information that belongs to us or to our vendor. You will not disclose or otherwise make any of the online services or software material available to any person other than your employees or agents that need to use the online services or software materials in order for you to use the services, and you will instruct those employees or agents to keep the online services and software materials confidential by using the same care and discretion that you use with respect to your own confidential property and trade secrets.

(D) Accounts at other Institutions. Some of our online services have the ability to access information concerning accounts at other financial institutions. In order for you to take advantage of this functionality, you must give written instructions to the other financial institution(s) to make information regarding those accounts available to us and the other financial institution(s) must give us written instructions to make that information available to you through one of our online services. We are not responsible for any inaccuracies in any information provided by the other financial institution(s) or for any errors or delays in any service caused by the other financial institution(s).

(E) No Guarantees or Responsibility. We make no guarantees and have no responsibility with respect to (i) the operation of any online service being uninterrupted, error free or free from program limitations, (ii) defects in the online services or any information provided through them, (iii) the online services or the servers that make them available being free of viruses, disabling devices or other harmful components, (iv) any information or reports that are transmitted over the Internet or sent by e-mail or other electronic method remaining confidential or being accurate, or (v) any person gaining unauthorized access to the online services, unless we failed to meet our standard of care in giving that person an authorization code. If an online service is not available or you are unable to access an online service, you agree to use another method (such as written instructions) to access your accounts or use the services.

9. **Your Equipment, Communications Capabilities and Software.** Several of the services require you to have certain equipment, communications capabilities or software. You are responsible for providing and maintaining (at your cost and expense) any equipment, communications capabilities or software (other than software we provide in connection with certain of our services) necessary for any of the services that you use. It is your responsibility to insure that the equipment, communications capabilities and software you select are compatible with those that we use from time to time to provide the services. We have no responsibility if any equipment, communications capabilities or software that you use is defective or is not compatible with ours, even if you have told us what equipment, communications capabilities and software you intend to use or we have previously approved its use.

10. **Financial EDI.** Financial EDI refers to the electronic exchange of payments, payment-related information and other financial data in formats that meet agreed standards. The financial EDI services that we offer fall into three categories: (i) payment initiation or "integrated payables," (ii) payment receipt or "electronic receivables delivery," and (iii) financial reporting services. Each is described below:

(a) Our integrated payables EDI service allows us to accept an electronic file from you that is used to initiate entries through our ACH service and/or create paper checks through our payment outsourcing service.

(b) Our electronic receivables EDI service allows us to send you a formatted text report or electronic file to report payment and payment-related data from our ACH and or lockbox services to you in various formats.

(c) Our financial reporting EDI service allows you to send and receive electronic files to support our account reconciliation, controlled payment and positive payment services (both issue and paid item files), our ACH fraud control service (authorization records) and our account analysis service.

Files we receive from you or send to you must be in a format that we have tested and agreed to and must be sent or received by the deadlines specified for the relevant service that we separately disclosed to you so that we can perform the necessary edits and forward the files for the relevant payment or information purposes. The terms and conditions for each service that is utilized through an EDI file continue to apply.

11. **Fraud Detection/Deterrence.** Payment system fraud has increased dramatically in recent years due to a number of factors. From time to time we may make certain products and services that are designed to detect and/or deter payment system fraud available to you. While no product or service will be completely effective, we believe that the products and services we offer will reduce the likelihood of certain types of fraudulent transactions occurring in your accounts. As a result, you agree that if you fail to implement any of these products or services, (a) you will be precluded from asserting any claims against us with respect to any unauthorized, altered, counterfeit or other fraudulent transactions occurring in your accounts that the product or service was designed to detect or deter, (b) we will not be required to recredit your accounts or otherwise have any liability for such transactions, and (c) you will indemnify us for any loss or expense (including, without limitation, reasonable attorneys' fees to the extent permitted by law) relating in any way to such transactions, so long as we otherwise satisfied our duty of care with respect to the other aspects of such transactions.

12. **Fees and Expenses.** You will pay us all fees that we disclose to you for any of the services that you use. We may change or add new fees for services from time to time. If you continue to use the service after the change becomes effective, you agree to pay the new fees. In addition, you agree to pay any out-of-pocket expenses we incur in performing the services for you, including any communication, access, transmission and data processing charges. Your accounts are also subject to the fees set forth in the schedule of fees described in the rules and regulations. We may change those fees by following the procedures set forth in the rules and regulations. We may collect any fees or expenses by debiting your accounts with us, offsetting those amounts against any earnings credits relating to any analysis of your deposit accounts, or other applicable method. We reserve the right to charge interest on any amounts that are not paid within 30 calendar days of the due date. We will apply all debits, credits and payments first to unpaid interest and then to fees and expenses in the order in which they were due. If you fail to pay any amount that you owe us under this agreement, we have the option of canceling or suspending the performance of any further services for you.

13. **Term and Termination.** Unless a shorter period of notice is provided in the service schedule for a particular service or we mutually agree to a shorter period of notice, the agreement will continue in effect until either you or we give 30 calendar days' prior written notice of termination to the other party. Any such termination may be for the entire agreement or only for a particular service. In addition, we may terminate this agreement or any service immediately and without giving you prior written notice if (a) you violate this agreement, (b) any representation or warranty you make to us fails to be true and correct in any material respect, (c) we believe in good faith that there has been a material adverse change in your financial or business condition, (d) you make a general assignment for the benefit of creditors or become a debtor in any bankruptcy or other insolvency or liquidation proceeding, (e) we determine that changes in applicable laws, regulations,

clearing house rules or funds transfer system rules have made it impracticable for us to perform under the agreement generally or with respect to a particular service or (f) any of the circumstances described in clause (g) or (h) of Section 4 of this master agreement occurs. Even though the agreement may be terminated entirely or with respect to a particular service, all provisions relating to your indemnification obligations, your obligations concerning confidential information and limitations on our liability will continue to apply and will survive termination. You also continue to be liable for any obligations that you incurred prior to the termination of the agreement or any service, those that you incur in the process of terminating the agreement or a particular service and for any outstanding transactions.

14. Your Representations and Warranties. You represent and warrant to us that (a) you are duly organized, validly existing and in good standing under the laws of your state of organization, (b) you have full power and authority to carry on your business and to enter into and perform your obligations under the agreement, (c) you have taken all actions necessary to enter into and perform your obligations under the agreement, (d) all resolutions or other authorizations you have given to us are true, accurate and complete in all material respects, (e) all assumed or fictitious names that you use have been duly registered or filed with the applicable governmental authorities, (f) you have obtained all necessary consents or authorizations for you to enter into the agreement, (g) this agreement is legally binding on you, (h) each person whose name is written or printed on your delegation of authority, if you have executed one, or any resolution or other separate written authorization concerning the agreement or any service has complete authority to bind you in all transactions relating to the agreement or any service, (i) you are neither bankrupt nor insolvent nor have you made an assignment for the benefit of creditors or sought the protection of any bankruptcy, insolvency or liquidation proceeding, nor do you have the present intention to do so, (j) you have not commenced any dissolution proceedings and no governmental authority having jurisdiction over you has served a notice of its intent to suspend or revoke your operations, and (k) the agreement does not violate any law, regulation or agreement to which you are a party. You also make the representations and warranties that are set forth in the service schedule for any service that you use. You agree to immediately notify us if any representation or warranty you make to us is no longer true.

15. Liability and Indemnification.

(A) Your Duty of Care. You must exercise good faith and ordinary care in performing your obligations under the agreement. In addition, you must promptly examine each written or electronic confirmation, report, periodic statement, notice or other document related to any services and notify us of any error, omission or other discrepancy reflected in such confirmation, report, periodic statement, notice or document within 30 days (or such shorter period of time specified in the relevant service schedule) after we send or make it available to you.

(B) Our Duty of Care. In performing the services for you, you agree that we are not acting as a fiduciary for you or for your benefit and that our responsibility is limited to acting in good faith and exercising ordinary care. In that regard, the services have several unique characteristics that relate to our duty of care. For example, most of the services involve large volumes of items or transactions that are processed in a highly automated environment. The procedures set forth in the service schedule for each service have been designed in light of those characteristics to maximize your ability to use that service in an efficient manner while minimizing your cost and inconvenience. You agree that the procedures for each service are commercially reasonable and that we will be deemed to have exercised ordinary care if we substantially comply with the procedures. You also agree that clerical errors, mistakes in judgment, and occasional or unintentional deviations by us from the procedures will not be deemed to constitute a failure on our part to exercise ordinary care. You also agree that we will not be deemed to have failed to exercise ordinary care with respect to any error, delay or failure to perform that is caused by (i) fire, natural disaster, strike, civil unrest, terrorism, failure of computer or communications facilities, (ii) the acts or omissions of any third party (including any Federal Reserve Bank, clearing house or funds transfer system) or (iii) any circumstance beyond our reasonable control or for which we do not have responsibility under the agreement.

(C) Conditions on Our Liability. We will have no liability to you unless we fail to satisfy our duty of care as described above. If we fail to satisfy our duty of care, you agree to the maximum extent permitted by law that we will have no liability for any losses or damages resulting from that failure unless (i) you have satisfied your duty of care as described above (including your duty to discover and report any error, omission or other discrepancy reflected in any confirmation, report, periodic statement, notice or document to us within the applicable period), (ii) you promptly give us written proof of your losses or damages and cooperate with us in investigating the error, omission or other discrepancy and your losses or damages, and (iii) you bring any claim, action or proceeding against us with respect to any error, omission or discrepancy within one year after it occurred (in that regard, if the error, omission or discrepancy is a repetitive one, all such errors, omissions or discrepancies will be deemed to have occurred on the date of the first such error, omission or discrepancy).

(D) Limits on Our Liability. If we fail to satisfy our duty of care and you have satisfied the conditions to our liability, both as described above, then you agree to the maximum extent permitted by law that our liability to you will be limited to any of your monetary losses or damages that are a direct result of that failure, up to the lesser of (i) the amount of the transaction to which the error, omission or other discrepancy relates or (ii) the amount of the fees that you have paid us for the service in question for the 6 months preceding the month in which the failure occurred. You also agree to the maximum extent permitted by law that we will never be liable to you for any indirect, consequential, special, punitive or exemplary losses or damages, without regard to the form of your claim or action or whether your claim is in contract, tort or otherwise, and even if we knew such losses or damages were possible or likely. To the extent we are required by applicable law to pay you interest on any amount for which we are liable under this section, that interest will be determined by using the "federal funds rate" we paid at the close of business on each day during the period beginning on the day such failure occurred until we have paid you the full amount of our liability. If we reimburse you for any losses or damages, you agree to transfer all of your rights relating to the transactions in question to us and to assist us in any efforts or legal actions that we may take to recover those amounts from any third party.

(E) Disclaimer of Warranties. To the maximum extent permitted by law, we disclaim all representations and warranties of any kind, whether express or implied, with respect to the services, the software materials, the online services, and any equipment or software that you use in connection with the services, including the implied warranties of merchantability, fitness for a particular purpose, title and non-infringement.

(F) Your Indemnification Obligations. To the extent permitted by law and unless finally determined by a court or arbitrator having proper jurisdiction to have been caused by our negligence or intentional misconduct, you agree to defend, indemnify, protect and hold us and our officers, directors, employees, attorneys, agents and representatives harmless from and against any and all liabilities, claims, damages, losses, demands, fines (such as fines imposed by any Federal Reserve Bank, clearing house or funds transfer system), judgments, disputes, costs, charges and expenses (including litigation expenses, other costs of investigation or defense and reasonable attorneys' fees) which relate in any way to the services or the agreement (such as those caused by: (i) your failure to comply in a significant manner with any of the terms and conditions of the agreement, (ii) the failure of any of the representations or warranties that you make to us to be true and correct in any material respects at any time or (iii) any instructions you give us). This obligation to indemnify, defend and hold harmless is limited to the extent provided under Section 768.28, Fla. Stats. This provision shall not be construed as waiving any defense, immunity from or limitation of liability which you might be entitled to, including but not limited to sovereign immunity.

16. **Arbitration.** Either you or we have the right to require that any dispute, controversy or claim arising out of or relating to the agreement or any breach, termination or invalidity thereof, including any dispute concerning the scope of this arbitration clause, be settled by binding arbitration in accordance with Title 9 of the United States Code and the Commercial Arbitration Rules of the American Arbitration Association (the "Rules"). Any arbitration proceeding will be conducted before a panel of three neutral arbitrators, or one neutral arbitrator if the amount in dispute does not exceed \$500,000, all of whom must be attorneys engaged in the practice of banking law for ten years or more. You and we will each select one arbitrator, or if the arbitration is conducted by only one arbitrator you and we will jointly select the arbitrator. The arbitrator that you select and the arbitrator that we select will, within ten days of their appointment, select a third, neutral arbitrator. In the event that they are unable to do so, you, we or either of our attorneys may request the American Arbitration Association to appoint the third neutral arbitrator. Prior to the commencement of hearings, each of the arbitrators appointed must take an oath of impartiality. Judgment upon any award rendered by the arbitrators may be entered and enforced by any court of competent jurisdiction. The place of the arbitration will be in Florida. In rendering any award the arbitrators will determine the rights and obligations of the parties in accordance with the laws of the state governing this agreement. The arbitrators are not empowered to award damages in excess of the amounts expressly provided for by this master agreement. All statutes of limitation that would otherwise apply to a judicial action will apply to any arbitration or reference proceeding under the agreement. The arbitrators must award to the prevailing party, if any, as determined by the arbitrators, all of its costs and fees. "Costs and fees" means all reasonable pre-award expenses of the arbitration, including the arbitrator's fee, travel expenses, out-of-pocket expenses such as copying and telephone, court costs, witness fees and attorneys' fees. Neither you nor we may disclose the existence, content or result of any arbitration under the agreement without the prior written consent of the other.

17. **Jury Trial Waiver.** You and we both knowingly, voluntarily, intentionally and irrevocably waive any right to a trial by jury with respect to any litigation based on, arising out of or relating to the agreement, the services, or any other document, instrument, transaction, course of conduct, course of dealing, statements (whether verbal or written) or your or our actions. This provision is a material inducement for us to enter into the agreement. You also

acknowledge that none of our representatives or agents has represented that we would not seek to enforce this jury trial waiver in the event of any litigation.

18. **Miscellaneous.**

(A) Notices. Any notices under the agreement may be given by mail, personal delivery, fax or other electronic notification. We may use the most recent address (including e-mail or other electronic addresses) for you shown in our records. Any notice we send you will be effective when sent or we otherwise make the notice available to you through an online service. You must send any notices to us to your treasury management services sales officer. Any notice you send us is effective when we actually receive it.

(B) Severability. Any provision of the agreement that is invalid or unenforceable in any jurisdiction will, as to such jurisdiction and to the extent of such invalidity or unenforceability, be deemed replaced with a valid and enforceable provision as similar as possible to the one replaced and all of the remaining provisions of the agreement will remain in full force and effect.

(C) Binding Agreement/Benefit. The agreement binds and benefits both you and us and our respective legal representatives, successors and assigns. The agreement is not for the benefit of any third party, and no third party has any right against either you or us under the agreement.

(D) Entire Agreement. The agreement is the complete and exclusive statement of the agreement between you and us with respect to the services. The agreement supersedes any prior written or oral agreements.

(E) Headings. The headings used in the agreement are for reference purposes only and should not be considered when interpreting the agreement.

(F) Assignment. You may not assign the agreement or any of your rights or duties under it to any third party without our prior written consent. We may assign the agreement to any of our affiliates or successors or to any other person or entity in connection with a sale of assets without obtaining your consent. In addition, we may delegate our duties under the agreement to third party vendors without giving you notice of, or obtaining your consent to, such delegation.

(G) Applicable Law and Jurisdiction. The agreement is governed by and should be interpreted in accordance with the applicable federal laws and the internal laws of the state of Florida. You consent to the exclusive jurisdiction and venue of any court located in that state.

(H) Attorneys Fees. The prevailing party in any proceeding arising out of or relating to the agreement is entitled to recover its attorney's fees and costs, in addition to any other remedy it maybe entitled to under applicable law.

(I) Telephonic Communications. You consent to the recording of telephone conversations of your personnel in connection with the agreement and assume responsibility for obtaining the consent of, and giving notice to, such personnel. The decision to record any telephone conversation is solely at our discretion and we will not have any liability for failing to do so in any particular circumstance.

(J) Remedies. The rights, powers, remedies and privileges provided for you in the agreement are your sole and exclusive rights, powers, remedies and privileges with respect to the services and any failure by us to perform the services in accordance with the terms of the agreement. The rights, powers, remedies and privileges provided for us in the agreement are in addition to any rights, powers, remedies and privileges with respect to the services or any failure by you to comply with the terms of the agreement that we have under applicable law or otherwise, and we may exercise any or all of those rights, powers, remedies and privileges in any order.

(K) No Waiver of Rights. A failure or delay by us in exercising any right, power or privilege in respect of the agreement will not be presumed to operate as a waiver of that or any other right, power or privilege, and a single or partial exercise by us of any right, power or privilege will not be presumed to preclude any subsequent or further exercise by us of that or any other right, power or privilege.

(L) No Strict Construction. In the event an ambiguity or question of intent or interpretation of the agreement arises, the agreement should be construed as if you and we both drafted the agreement, and no presumption or burden of proof favoring or disfavoring any party by virtue of the authorship of any provisions of the agreement will apply.

(M) Financial Accommodation. You acknowledge that the agreement is an agreement to provide a "financial accommodation" as that term is defined in the federal bankruptcy laws and, as a result, that neither you nor any bankruptcy trustee (including you when acting as a debtor-in-possession) have the ability to assume or reject the agreement as an executory contract.

(N) Financial Statements. You agree to provide us with financial statements and other financial information that we may reasonably request from time to time.

(O) Our Records. You agree that our records regarding the features and accounts that you have asked us to include in our implementation of your setup for any service (including the implementation/setup forms for that service) will be deemed correct and will control in the event of any dispute regarding your setup for that service. This provision applies even if we have not given you a copy of those records or you have not signed any documents included in those records.

(P) Authority for Other Entities. If you ask us to include accounts that belong to another person or entity in our implementation of your setup for the services, then (a) you represent and warrant to us that the other person or entity has given you authority to access its accounts through use of any service to the same extent as if you owned them, (b) each reference to "you" or "your" in the agreement will be deemed to be a collective reference to you and each other person or entity whose accounts are included in our implementation of your setup for the services, (c) all of the terms and conditions set forth in the agreement will apply to the accounts as if you owned them, (d) each person who is authorized to act on your behalf with respect to a service is also authorized to act on your behalf to the same extent with respect to the accounts of each other person or entity whose accounts are included in our implementation of your setup for that service, and (e) you and each other person or entity whose accounts are included in our implementation of your setup for the services are jointly and severally liable for all indemnification, confidentiality and other obligations to us under the agreement. We may require written confirmation from the other person or entity that it has authorized you to include its accounts in our implementation of your setup for the services and you agree to notify us immediately if that authority is revoked or changed.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date noted below.

SunTrust Bank

Town of Davie

By: _____

By: _____

Name:

Name: Tom Truex

Title:

Title: Mayor

Date:

**EXHIBIT A TO ACH SERVICE SCHEDULE**

This is an exhibit to the Automated Clearing House or "ACH" service schedule. Terms that are defined in the ACH service schedule have the same meanings when used in this exhibit. By completing, signing and giving this exhibit to us, you are instructing us to include in your setup for ACH service the designated accounts, authorized representatives and third party processors, as indicated in the following tables.

Client Name
Town of Davie

Section I: Account Numbers – List below all account numbers to be used as a settlement source of debits or credits for entries.

1. 0417006260478 2. _____ 3. _____
4. _____ 5. _____ 6. _____

Section II: Authorized Representative(s)—Provide the information requested in the following table for each person who is to be an authorized representative. You must select one or both of the checkboxes in the table for each authorized representative in order to give that authorized representative the appropriate authorities. If no checkboxes are selected, an authorized representative will not be given any authorities. See instructions for further details.

Name	Phone Number	After Hours Phone Number	Authorized to	
			Submit Reversals/ Deletions	Submit Control Totals*
1. Richard Boyhan (Information Systems)	954-797-1008		<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
2. Tamecka McKay	954-797-2068		<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
3. Susan DeSantis (Utilities)	954-797-1068		<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
4. Andrea Hanna (Utilities)	954-797-1067		<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
5. Chelsie Wilson (Payroll)	954-797-1055		<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
6. Margoth Steinberg (Payroll)	954-797-1057		<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>

*OTM Pass-Through or existing Direct Transmission clients only

Section III: Third-Party Processor You request that the following third-party processor deliver or transmit entries to us on your behalf. You shall be responsible for all acts and/or omissions of such third-party processor. We may elect not to accept your designation of a third-party processor to deliver or transmit entries to us on your behalf.

Name	Phone Number		
Address	City	State	Zip Code

This exhibit has been signed and delivered on your behalf by the person whose name is printed below. That person represents and warrants to us that he or she is your authorized representative and that you have taken all action required by your organizational documents to authorize him or her to sign and deliver this exhibit on your behalf. This exhibit completely replaces any other ones you have given us in the past with respect to the ACH service. Any designated account, authorized representatives or third-party processors currently included in your setup for ACH service not listed on this exhibit will be deleted.

A duplicate or copy of this signed exhibit delivered by you through facsimile or email attachment shall be as effective and enforceable as an original manually signed exhibit. A digital, electronic or photo static image of this signed document maintained in the SunTrust record retention system shall be as effective and enforceable as an original manually signed exhibit.

Client Name	Authorized Signature		Date
Town of Davie			
Name	Title	Telephone Number	
Tom Truex	Mayor	954.797.1030	
Street Address	City	State	Zip Code
6591 Orange Drive	Davie	FL	33314
Mailing Address	City	State	Zip Code
SAME			

Bank Use Only

ACH Name	Relationship ID Number	Date Received
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CLIENT INSTRUCTIONS FOR COMPLETING EXHIBIT A TO ACH SERVICE SCHEDULE

Please use the instructions below to complete the ACH Service Schedule Exhibit A. The purpose of the exhibit is to: document the account numbers for the accounts for which you need ACH origination capabilities document your representatives who are authorized to report your ACH file totals and/or to request deletions or reversals and document any third-party processor you use. Any time you need to request a change to the designated accounts to your authorized representatives or to your third-party processor you will need to complete a new Exhibit A. The newly executed Exhibit A will entirely replace any previously submitted Exhibit A.

If you have any questions please do not hesitate to contact your Treasury Management Officer or Client Services Specialist for assistance.

Tips for Completing Exhibit A

- | If you are modifying an existing Exhibit A, list *all* (not just new) accounts for which you need ACH origination capability and persons you wish to be an Authorized Representatives.
- | Phone numbers listed for each user will be used by SunTrust Operations to contact you should there be any problems regarding your ACH file. If this information is incorrect, we may be unable to process your file.
- | The signer of the Exhibit A must be authorized to sign agreements on behalf of the company according to the Corporate Resolution for deposit accounts or Delegation of Authority for Treasury Management Services.
- | If you need to list more than six accounts on the Exhibit A, attach the Addendum to ACH Service Schedule –Exhibit A.
- | If you need to list more Authorized Representatives than there is space for on the Exhibit A, please complete additional Exhibit 'A's as needed.

Section I

Account Numbers—List only the account numbers for which you will originate ACH transactions.

Section II

Name. List the name of each of your authorized representatives. Authorized representatives may act on your behalf in different capacities. They may: (1) request ACH deletions or reversals and/or (2) verify ACH file totals. The capacities for which they're authorized relate directly to the day-to-day activities associated with using ACH origination capabilities. As a result, we recommend that you include only individuals involved in your ACH operations, either in submitting reversal/deletion requests or control totals for files.

Depending upon the size of your organization or your operating hours, you may choose to include additional representatives for coverage in the event we are unable to reach your primary ACH contacts. Failure to provide available, knowledgeable contacts may result in a file not being processed in a timely manner.

Phone Number. Indicate each authorized representative's telephone number including area code and extension. Please also list an after hours telephone number for use in cases where an individual needs to be reached outside of regular business hours.

Checkboxes. Please note: You must select one or both of the checkboxes in this section for each authorized representative in order to give that authorized representative the appropriate authorities (Reversal/deletion requests or control totals reporting). At least one authorized representative must be selected to request reversals or deletions.

Reversals/Deletions. All clients, regardless of the method in which they send ACH files to us, may need to request the deletion or reversal of an ACH file or transaction. If this option is checked, your authorized representatives are given authority to submit reversal/deletion requests on your behalf.

Control Totals. You should only check this box if you send ACH files to SunTrust through Online File Transfer, the Pass-Through option in Online Treasury Manager, or by existing dial-up Data Transmission.

Clients are required to enter file control totals using the Voice Response Unit (VRU, also known as "PAL") prior to submitting the file to SunTrust. Files requiring control totals will not be processed if the totals do not match the transmitted file. If this option is checked on the Exhibit A, an authorized representative is given the authority to enter control totals into the PAL VRU and is individually assigned PIN numbers for the purpose.

Section III

Third-Party Processor. If you have contracted with a third-party processor (TPP) to submit ACH files on your behalf, enter the TPP's name, telephone number and address in this section.

Some clients choose to contract with a TPP who will take payment/collection information from them and create ACH files on their behalf. The TPP will send that file to SunTrust on the client's behalf and will be responsible for submitting any applicable file totals.

If you are sending in the file directly to us, you do not need to complete this section. Simply leave it blank.

Section IV

Client Signature. Enter the following information: Client name, Name of Authorized Signer and Title, Address and Phone number.

The individual listed in this section must either be listed on your Corporate Resolution for deposit accounts or on the Delegation of Authority for Treasury Management Services. This person is not required to be one of the authorized representatives listed in the above section.

Please provide a physical street address for mailing of PIN numbers for control totals. PIN numbers can not be mailed to a post office box.



ACH SERVICE SCHEDULE

1. **Introduction.** This service schedule relates to the SunTrust Automated Clearing House or "ACH" service. Throughout this service schedule, SunTrust Bank is referred to as "we" or "us," the treasury management services we offer are referred to as the "services," our treasury management services master agreement is referred to as the "master agreement," and the person or entity using the services is referred to as "you."
2. **Description of the ACH Service.** The ACH service allows you to initiate debit and credit entries through the automated clearing house, which is a funds transfer system for sending and settling for electronic entries among participating financial institutions. Details regarding ACH's functionality and certain formatting and other technical requirements that you must follow when using the ACH service are provided in the ACH reference materials as we update them from time to time.
3. **Request for ACH Service.** By signing this service schedule, you are requesting that we act as the originating depository financial institution or "ODFI" with respect to entries that you send us or that are sent to us on your behalf. You will be the "originator" for each of those entries. Your use of the ACH service is subject to the terms and conditions set forth in the master agreement, this service schedule and the other documents described in the master agreement or this service schedule. By signing this service schedule, you acknowledge that you have received a copy of, and agree to be bound by, all of those terms and conditions and, in addition, you agree to be bound by the rules (as defined below).
4. **Definitions.** The following terms have the specified meanings for purpose of this service schedule:
 - "ACH operator" means a Federal Reserve Bank or other entity that provides clearing, delivery and settlement services for entries, as further defined in the rules.
 - "Authorized representative" means each person identified on the version of Exhibit A that is in effect at the relevant time as being authorized to give us instructions or to verify entry file totals.
 - "Batch" means entries that have been grouped together and that have the same effective entry date and entry code and that settle to the same designated account.
 - "Business day" means Monday through Friday, excluding banking holidays.
 - "Cut-off deadline" means the time on a business day by which we must receive an entry for processing on that business day as we update it from time to time.
 - "Designated account" means the account(s) to be used as a settlement source of debits or credits for entries that you have designated on the version of Exhibit A to this service schedule that is in effect at the relevant time.
 - "Effective entry date" means the date specified in an entry on which you instruct that the payment for that entry is to be made.
 - "Entry" means a request for a credit to or a debit from a receiver's deposit account as further defined in the rules and includes all data we receive from you regarding an entry.
 - "Entry codes" means the codes that distinguishes the various types of entries, as further defined in the rules.
 - "File" means a group of entries associated with a given transmittal register and related control totals, as further defined in the rules.
 - "Final settlement" means the day we post an entry to the account of either the RDFI or a Federal Reserve Bank, as applicable.
 - "Instruction" means a direction relating to an entry that we receive from an authorized representative, including canceling an entry.
 - "NACHA" means the National Automated Clearing House Association.
 - "On-us entry" means an entry that credits or debits an account maintained with us.
 - "Receiver" means the person or entity that has authorized you to initiate a debit or credit entry to the account of that person or entity maintained at the RDFI as further defined in the rules.
 - "RDFI" means the receiving depository financial institution as further defined in the rules.
 - "Rules" means the Operating Rules and Operating Guidelines adopted by NACHA, as in effect at the relevant time.

Unless otherwise defined in this service schedule or in the master agreement, terms that are defined in the rules have the meanings given to those terms in the rules.
5. **Transmitting Entries to Us.** You may transmit entries and instructions to us so long as you comply with the rules, the master agreement, this service schedule, the ACH reference materials and the security procedures. Any entry you send must be transmitted to us through one of our online services and must comply with the requirements of, and be identified by, the appropriate entry code and comply with all ACH record format specifications. You must retain all data on file that we would need to reprocess an entry for at least three business days after midnight of the effective entry date of that entry and agree to give us that data immediately upon our request. If you use a third-party processor, then each reference in this service schedule to "you," includes your third-party processor as appropriate.

6. **Our Processing of Entries.** Except as provided later in this section with respect to on-us entries, we will process entries and instructions that we receive from you and then transmit those entries as the RDFI to an ACH operator. We will transmit the entries to the ACH operator by its deposit deadline prior to the effective entry date shown in the entries so long as the ACH operator is open for business on that day and we receive the entries prior to (a) our cut-off deadline and (b) the number of days required in the ACH reference materials to meet the effective entry date shown in the entries. For entries that we receive after those times, we will use reasonable efforts to transmit the entries by the ACH operator's next deposit deadline on a business day on which the ACH operator is open for business. If we receive an on-us entry from you, we will credit or debit the receiver's account for the entry amount on the effective entry date so long as we receive the entry prior to (a) our cut-off deadline and (b) the number of days required in the ACH reference materials to meet the effective entry date shown in the entry. For an on-us entry that we receive after those times, we will use reasonable efforts to credit or debit the receiver's account on the business day following such effective entry date. If the effective entry date shown in an entry that we receive from you is not a business day, we will process that entry as if the effective entry date for that entry was the next business day following the requested effective entry date.

7. **Exposure Limits.** We reserve the right to establish and change aggregate and individual dollar limits or "exposure limits" for your entries and files. We may refuse to process entries or files that exceed these exposure limits. We will tell you what your exposure limits are at any time upon request.

8. **Suspension and Rejection of Entries.** We may suspend processing of and/or reject an entry, batch or file that (a) does not comply with the rules, the master agreement, this service schedule, the ACH reference materials or the security procedures or (b) contains an effective entry date more than 14 calendar days after the day we receive it. We may suspend processing or and/or reject an on-us entry for any reason that would allow that entry to be returned under the rules. We may also suspend processing of and/or reject an entry, batch or file if you fail to comply with any of your obligations under this service schedule, including your obligation to maintain sufficient available balances in the designated account(s). We may suspend processing of an entry, batch or file without giving you notice. If we reject a batch or an entire file of entries, we will notify you no later than the business day on which the entry would have been transmitted to the ACH operator for processing or, in the case of an on-us entry, its effective entry date. If an individual entry is rejected, it will be reported with your returns. If we reject an entry, batch or file, you may be required to resend it.

9. **Cancellation and Amendment of Entries.** We have no obligation to honor or process any request we receive from you to cancel or amend an entry once we have received that entry. However, as an accommodation to you, we will use good faith efforts to honor your request to cancel (but not to amend) an entry if (a) the request complies with the security procedures and (b) we receive your request at a time and in a manner that gives us a reasonable opportunity to act on it prior to transmitting the entry to the ACH operator or, in the case of an on-us entry, prior to crediting or debiting the entry to the receiver's account. We are not liable if we cannot honor your cancellation request. You agree to reimburse us for any expenses we may incur in attempting to honor your cancellation request. If you request a cancellation, we will use a reversing entry in an effort to honor your request except in limited circumstances where we have the capability to delete the entry, batch or file.

10. **Name and Account Number Inconsistency.** You must ensure the accuracy of your entries and instructions. If an entry describes the receiver inconsistently by name and account number, payment may be made by the RDFI (or, for an on-us entry, by us) on the basis of the account number, even if that number identifies a person other than the named receiver. You are responsible for any loss associated with such inconsistency and your obligation to pay us the amount of the entry is not excused in such circumstances.

11. **Notice of Returned Entries.** We give you notice by online service, secured e-mail, facsimile or mail promptly after we receive a returned entry from the ACH operator. We are not obligated to retransmit any returned entry that we originally transmitted in compliance with this service schedule. If you want us to retransmit a returned entry to the ACH operator, you must retransmit the entry to us.

12. **Notifications of Change.** We will give you notice by online service, secured e-mail, facsimile or mail of all notifications of change relating to your entries within two business days after we receive them. You agree to make the required change(s) prior to submitting any further entries to the applicable receiver's account. If you fail to correct an entry in response to a notification of change, NACHA may impose fines against you that may be debited directly against the designated account(s) without prior notice.

13. **Security Procedures.** You agree to comply with the following security procedures in using the ACH service and agree that these security procedures are commercially reasonable:

(a) **System Edit.** We will only accept entry files that pass our system edit. That system edit examines various attributes of an entry file, including the settlement account, the credit or debit nature of the entries contained in the file and the application identification number contained in the file's header or trailer record. We will reject any entry file that does not pass our system edit and will notify an authorized representative of that rejection. You agree that all entry files that pass our system edit will conclusively be deemed to be authorized by you.

(b) **PAL Totals.** Except for entry files that are transmitted through certain online services, an authorized representative is required to verify the total dollar amounts for all debit entries and, separately, for all credit entries contained in each entry file. Except for files transmitted or to be converted into an EDI format, this verification is given through our phone authorization line or "PAL" system and requires the use of the ACH authorization code that we assign and distribute directly to your authorized representative. If your file is transmitted or to be converted into an EDI format, your authorized representative will be required to provide entry totals to our EDI department by a method that is acceptable to that department. If you use a third-party processor that sends your entries to us in a file that also contains entries being initiated on behalf of other clients, then your third-party processor may give us entry totals on an aggregate basis for all entries contained in that file.

(c) **Online Services.** For entry files or instructions that are transmitted to us through one of our online services, you are required to comply with the security procedures for that online service.

(d) **Direct Transmissions.** For entries transmitted directly through communications software, a logon record with a unique ID and password is required. The ID and password are provided with the establishment of the direct transmission product. If you use a third-party processor that sends your entries to us in a file that also contains entries being initiated on behalf of other clients, then your third-party processor will use the ID and password that we issued to it, rather than ones we issued to you.

(e) **Cancellation Requests.** Instructions canceling an entry may be delivered by a facsimile or through certain online services. We may verify or authenticate any instructions by calling the authorized representative giving us the instructions or by any other means we believe to be reasonable in the circumstances, but are under no obligation to do so. We will have no liability for acting on instructions we believe in good faith to have been given by an authorized representative.

(f) **General.** We may verify or authenticate any entry or files by contacting you by telephone or by any other method we believe is reasonable under the circumstances, but we are under no obligation to do so. If we are unable to verify or authenticate an entry or file, we may refuse to process such entry or file. We may change the security procedures by giving you notice of the changes and any changes will take effect immediately upon your receipt of that notice

14. **Payment for Entries.** You must pay us the amount of each credit entry we have originated on your behalf and we will pay you the amount of each debit entry that we have originated on your behalf, all at such times as we may determine. We may, without notice or demand, (a) debit any designated account for amounts that you owe us under this service schedule and (b) credit any designated account for the amount of (i) originated debit entries and (ii) returned entries previously debited from any designated account. You must at all times maintain sufficient available funds in the designated account(s) to cover your payment obligations to us. If your obligations to us at any time exceed the available funds in the designated account(s), we may refuse to process entries until you deposit sufficient available funds and/or debit or place a hold on funds in any account you maintain with us. We have the right to set off against any amount we owe you, in payment of your obligations to us.

15. **Representations for all Entries.** You give us the following representations with respect to every entry you send us: (a) the receiver designated in that entry authorized you to initiate the entry and to credit or debit its account in the amount and on the effective entry date of the entry, (b) the receiver's authorization is and will remain effective until the receiver's account is debited or credited, (c) the entry conforms to your obligations under the master agreement, this service schedule, the rules and the ACH reference materials, and (d) the entry complies with and does not violate applicable laws and regulations (including those relating to sanctions programs). You agree to be bound by the rules and acknowledge that payment of an entry by the RDFI to the receiver is provisional until the RDFI receives final settlement for such entry and that, if such settlement is not received, the RDFI will be entitled to a refund from the receiver of the amount credited and, in such case, you will not be deemed to have paid the receiver the amount of the entry.

16. **Additional Representations for Specific Entry Codes.** The rules contain special requirements and impose additional obligations on us when we act as your ODFI with respect to certain entry codes. As a result, we must obtain additional agreements and representations from you with respect to those entry codes. Those additional agreements and representations are set forth on Exhibit B to this service schedule. If you send us any of the entry types described on Exhibit B, you automatically make the additional agreements and representations to us that are set forth for that entry type on Exhibit B.

17. **Notices.** Oral notices or communications relating to entries, instructions and this service schedule must be given (a) if to us, to your treasury management sales officer, treasury management customer service specialist or as otherwise provided in this service schedule or the ACH reference materials and (b) if to you, to the telephone number you provide in the version of Exhibit A that is in effect at the relevant time. Written notices, instructions, directions, confirmations, verifications, or other communications with respect to entries and this service schedule must be given (a) if to us, to your treasury management sales officer, treasury management customer service specialist or as otherwise provided in this service schedule or the ACH reference materials and (b) if to you, at the addresses provided in the version of Exhibit A that is in effect at the relevant time. You and we may both change our telephone number(s) or address(es) by giving written notice to each other.

Signature. This service schedule has been signed and delivered on your behalf by the person whose name is printed below. That person represents and warrants to us that he or she is your authorized representative and that you have taken all action required by your organizational documents to authorize him or her to sign and deliver this service schedule (and any other documents we may require with respect to the ACH service) on your behalf. This service schedule completely replaces any other ones you have given us in the past with respect to the ACH service.

A duplicate or copy of this signed service schedule delivered by you through facsimile or email attachment shall be as effective and enforceable as an original manually signed service schedule. A digital, electronic or photo static image of this signed document maintained in the SunTrust record retention system shall be as effective and enforceable as an original manually signed service schedule.

Client Name	Town of Davie		
Authorized Signature			
Print Name	Tom Truex	Client Address	6591 Orange Drive
Print Title	Mayor		Davie FL 33314
Telephone Number	954.797.1030		
Date	, 20		



ACCOUNT RECONCILIATION SERVICE SCHEDULE

1. **Introduction.** This service schedule relates to the SunTrust Account Reconciliation or "ARP" service. Throughout this service schedule, SunTrust Bank is referred to as "we" or "us," the treasury management services we offer are referred to as the "services," our treasury management services master agreement is referred to as the "master agreement," and the person or entity using the services is referred to as "you."

2. **Description of the ARP Service.** The ARP service allows you to facilitate the reconciliation of your accounts by exchanging information with us regarding checks that you have issued drawn against your accounts. Details regarding the functionality the ARP service and certain formatting and other technical requirements that you must follow when using the ARP service are provided in the ARP reference materials as we update them from time to time.

3. **Request for ARP Service.** By signing this service schedule, you are requesting that we allow you to use the ARP service with respect to the accounts that you have or may in the future identify to us and that we have agreed to include in your setup for the ARP service. Once we have included an account in our implementation of your setup for the ARP service, you may use the ARP service with respect to those accounts. Your use of the ARP service is subject to the terms and conditions set forth in the master agreement, this service schedule and the other documents described in the master agreement or this service schedule. By signing this service schedule, you acknowledge that you have received a copy of, and agree to be bound by, all of those terms and conditions.

4. **Operation of the Service.** You must tell us which ARP service you desire for each account that is included in your setup for the ARP service. Except as otherwise provided in this service schedule or the ARP reference materials, all check, deposit or other information exchanged between us in connection with the ARP service will be transmitted electronically in the format we specify. Check, deposit and other information you send us must be transmitted to us no later than the cutoff time for such information reflected in the ARP reference materials. You may select a monthly, weekly or bi-weekly statement cycle for each account included in your setup for the ARP service. If you fail to designate a statement cutoff on our ARP calendar, the statement cycle will be monthly with a cutoff at the end of the calendar month.

5. **Suspension of Service.** You agree that you will be in material breach of the terms of this service schedule if you repeatedly fail to meet any of the deadlines described above. In addition to any other rights we may have under this the agreement or applicable law, we may immediately suspend your use of the ARP service.

Signature. This service schedule has been signed and delivered on your behalf by the person whose name is printed below. That person represents and warrants to us that he or she is your authorized representative and that you have taken all action required by your organizational documents to authorize him or her to sign and deliver this service schedule (and any other documents we may require with respect to the ARP service) on your behalf. This service schedule completely replaces any other ones you have given us in the past with respect to the ARP service.

A duplicate or copy of this signed service schedule delivered by you through facsimile or email attachment shall be as effective and enforceable as an original manually signed service schedule. A digital, electronic or photo static image of this signed document maintained in the SunTrust record retention system shall be as effective and enforceable as an original manually signed service schedule.

Client Name	Town of Davie		
Authorized Signature			
Print Name	Tom Truex	Client Address	6591 Orange Drive
Print Title	Mayor		Davie FL 33314
Telephone Number	954.797.1030		
Date	, 20		



CASH VAULT SERVICE SCHEDULE

1. **Introduction.** This service schedule relates to the SunTrust Cash Vault service. Throughout this service schedule, SunTrust Bank is referred to as "we" or "us," the treasury management services we offer are referred to as the "services," our treasury management services master agreement is referred to as the "master agreement," and the person or entity using the services is referred to as "you."

2. **Description of the Cash Vault Service.** The cash vault service is designed to facilitate your cash and deposit needs. Details regarding the cash vault service's functionality and certain requirements that you must follow when using the cash vault service are provided in the cash vault reference materials as we update them from time to time.

3. **Request for Cash Vault Service.** By signing this service schedule, you are requesting that we allow you to use the cash vault service with respect to the accounts and locations that you have or may in the future identify to us and that we have agreed to include in your setup for the cash vault service. Once we have included the identified accounts and locations in our implementation of your setup for the cash vault service, you may use the cash vault service with respect to those accounts and locations. Your use of the cash vault service is subject to the terms and conditions set forth in the master agreement, this service schedule and the other documents described in the master agreement or this service schedule. By signing this service schedule, you acknowledge that you have received a copy of, and agree to be bound by, all of those terms and conditions.

4. **Definitions.** The following terms have the specified meanings for the purposes of this service schedule:

"Account" means the account(s) that you have designated to us in writing in a form that is acceptable to us to which deposits will be made and from which cash orders will be funded.

"Armored courier" means the armored courier you select that uses secure, marked vehicles and armed personnel to transport deposits and cash orders.

"Authorized user" means any person that you are deemed to have authorized to place cash orders up to the order limit, including each person that you have designated to us as an authorized user in writing in a form that is acceptable to us.

"Business day" means Monday through Friday, excluding holidays that we observe.

"Cash orders" means those orders you give us for the delivery of U.S. coins or currency by armored courier.

"Cash vault(s)" means the cash vault(s) that we have designated as serving your business location(s).

"Contaminated currency" means any currency which the Federal Reserve Bank classifies as contaminated, including any currency damaged by or exposed to a contaminant hazard (including any chemical, radioactive or biological substances) that may present a health or safety risk or that cannot be processed under normal operating procedures.

"Deposits" means deposits of funds that you deliver to the cash vault and are processed in accordance with this service schedule.

"Funds" means U.S. coins, currency, checks and other negotiable items.

"Mutilated coins" means any coins that have been bent or twisted out of shape, punched, clipped, plugged, fused or defaced but that can be identified as to genuineness and denomination.

"Mutilated currency" means any currency that has been damaged to the extent that one-half or less of the note remains, or its condition is such that its value is questionable and special examination is required before any exchange is made.

"Order limit" means the maximum dollar value of cash orders that you have designated to us in writing in a form that is acceptable to us that may be requested on any business day for each of your locations.

5. **Your Obligations in Making Deposits.**

(a) You must collect and count funds and place them in a sealed, disposable deposit bag(s) or similarly designed tamper-proof bag(s) (each such bag is referred to in this service schedule a "sealed deposit") clearly marked with your name or identification number. Each sealed deposit must be prepared in accordance with the requirements set forth in the cash vault reference materials. A deposit ticket listing your name, deposit account number and the amount of funds must be included in each sealed deposit.

(b) You must cause sealed deposits to be delivered by the armored courier to the appropriate cash vault for each of your locations. We may reject, impose a special fee on and/or delay processing of any deposit if (i) the deposit ticket does not match the amount of the deposit, (ii) the deposit was not prepared in accordance with the requirements set forth in the cash vault reference materials, (iii) the deposit is delivered to the wrong cash vault, (iv) the deposit is delivered by anyone other than the armored courier or (v) any deposit bag appears to be unsealed or to have been tampered with.

(c) In the event that we accept delivery of an unsealed deposit bag or a deposit bag that appears to have been tampered with (each such bag is referred to in this service schedule as an "unsealed deposit"), we will give you notice on the day we receive it. Unless you have previously given us instructions on how to process unsealed deposits, we will not process or take any action regarding an unsealed deposit until you instruct us in writing regarding its disposition.

6. Our Obligations for Processing Deposits.

- (a) We will open each sealed deposit, verify the contents against the deposit ticket and deposit funds to the relevant account. We will process deposits within 24 hours of delivery to the cash vault. If there is any discrepancy between the total amount of the deposit reflected by you on the deposit ticket and the amount counted by us, our count will be final. If we detect any counterfeit or illegally altered coins or currency in a deposit, we will forward it to the Secret Service and charge the relevant account for the difference. A deposit adjustment notice will be sent to you on the day that the discrepancy or counterfeit is discovered.
- (b) The relationship of debtor and creditor will not exist between you and us until we deposit the funds to your account.

7. Cash Orders. You acknowledge that each authorized user has authority to place cash orders up to the order limits for delivery to your location. We may place a "hold" on your account for the amount of a cash order as soon as we receive it, and we will charge your account for the cash order when we deliver it to the armored courier. We reserve the right to reduce cash orders to maintain our inventory of coins and currency.

8. Authorization Codes and Security Procedures. If you place cash orders through our voice response unit, one of our on-line services or another automated ordering system, we will provide authorization codes for each of your authorized users. We will deliver the authorization codes directly to each authorized user or to the person(s) you have designated as your "contact" at the relevant physical or electronic address that you have designated to us in writing in a form that is acceptable to us. The security procedures for cash orders placed through one of these methods may include the requirement that your authorized users use their authorization codes when placing a cash order. You agree that those security procedures are commercially reasonable.

9. Risk of Delivery.

- (a) You are solely responsible for engaging the armored courier and assume any and all risks incidental to or arising out of selection of the armored carrier, the delivery of deposits to us and the delivery of cash orders to you. We have no responsibility or liability for a deposit until we accept possession of it from the armored courier (as evidenced by one of our authorized representatives signing the armored courier's manifest acknowledging receipt of a designated number of deposit bags included in the deposit) or for cash orders after we deliver them to the armored courier. If a deposit is lost in transit, you are responsible for recreating that deposit.
- (b) The armored courier must be acceptable to us, in our sole discretion. If we determine, in our sole discretion, that the armored courier's service is not satisfactory, we may terminate this service schedule by giving you 10 days notice, unless you have engaged a new armored courier satisfactory to us, in our sole discretion, within that 10-day period.

10. Contaminated and Mutilated Coins or Currency.

- (a) Contaminated currency must be delivered to us in a separate sealed, tamper-evident disposable deposit bag, clearly labeled as "Contaminated Currency." You must provide documentation stating the type and extent of the contamination, a breakdown by denomination of the currency and a deposit slip for the declared value. The deposit bag and 2 copies of the required documentation must be placed in a second sealed, tamper-evident, disposable deposit bag with stated value recorded on the bag. We will forward the deposit of contaminated currency to the Federal Reserve Bank for processing. Once the Federal Reserve Bank has provided confirmation of value, we will credit your account for the value assigned.
- (b) Mutilated coins or currency must be delivered to us in a separate sealed, tamper-evident disposable deposit bag, clearly labeled as "mutilated coins" or "mutilated currency" as appropriate. You must provide documentation stating the estimated value of the mutilated coins or currency, a break down by denomination of the coins or currency, an explanation of how the coins or currency became mutilated, and a deposit slip for the estimated value of the deposit. The deposit bag and 2 copies of the required documentation must be placed in a second sealed, tamper-evident, disposable deposit bag with stated value recorded on the bag. We will forward the deposit of coins to the U.S. Mint and the deposit of mutilated currency to the U.S. Department of the Treasury. Once the U.S. Mint or the U.S. Department of the Treasury has provided confirmation of the value of the mutilated coins or currency, we will credit your account for the value assigned.
- (c) If there is any discrepancy between the value of the contaminated currency or mutilated coins or currency assigned by you and the amount counted by us or by the Federal Reserve Bank, U.S. Department of the Treasury or the U.S. Mint, our count or the count of the Federal Reserve Bank, U.S. Mint or the U.S. Department of the Treasury will be final. We will charge you for any additional fees charged by the Federal Reserve Bank for processing any contaminated currency, by the U.S. Mint for processing any mutilated coins or by the U.S. Department of the Treasury for processing any mutilated currency.
- (d) We may refuse to accept any contaminated coins or mutilated coins or currency unless we have given our prior approval for the delivery of such coin or currency. If any contaminated currency or mutilated coins or currency is included in a deposit and not contained in separate marked deposit bag, we may refuse to process all or part of the deposit, may return the deposit or the contaminated currency or mutilated coins or currency contained in the deposit or may refuse to give credit for the contaminated currency or mutilated coins or currency, and we will charge the account for the amount of any contaminated currency the Federal Reserve Bank has refused to process for which your account was given provisional credit. We have no liability for the amount of any contaminated currency or mutilated coins or currency included in any deposit and not contained in a separate marked deposit bag as required above.

Signature. This service schedule has been signed and delivered on your behalf by the person whose name is printed below. That person represents and warrants to us that he or she is your authorized representative and that you have taken all action required by your organizational documents to authorize him or her to sign and deliver this service schedule (and any other documents we may require with respect to the cash vault service) on your behalf. This service schedule completely replaces any other ones you have given us in the past with respect to the cash vault service.

A duplicate or copy of this signed service schedule delivered by you through facsimile or email attachment shall be as effective and enforceable as an original manually signed service schedule. A digital, electronic or photo static image of this signed document maintained in the SunTrust record retention system shall be as effective and enforceable as an original manually signed service schedule.

Client Name	<u>Town of Davie</u>		
Authorized Signature	<u></u>		
Print Name	<u>Tom Truex</u>	Client Address	<u>6591 Orange Drive</u>
Print Title	<u>Mayor</u>		<u>Davie FL 33314</u>
Telephone Number	<u>954.797.1030</u>		<u></u>
Date	<u></u>		<u></u> , 20 <u></u>



EXHIBIT TO CONTROLLED DISBURSEMENT ACCOUNT SERVICE SCHEDULE

This is an exhibit to the controlled disbursement account service schedule. Terms that are defined in that service schedule have the same meanings when used in this exhibit. By completing, signing and giving this exhibit to us, you are authorizing us to add or delete the disbursement accounts specified in the table below from your existing CDA service options.

Check "Add" or "Delete" for each account	Disbursement Account Number	Disbursement Account Title
<input checked="" type="checkbox"/> Add <input type="checkbox"/> Delete	6990607009296	Town of Davie
<input type="checkbox"/> Add <input type="checkbox"/> Delete		
<input type="checkbox"/> Add <input type="checkbox"/> Delete		
<input type="checkbox"/> Add <input type="checkbox"/> Delete		
<input type="checkbox"/> Add <input type="checkbox"/> Delete		
<input type="checkbox"/> Add <input type="checkbox"/> Delete		
<input type="checkbox"/> Add <input type="checkbox"/> Delete		
<input type="checkbox"/> Add <input type="checkbox"/> Delete		
<input type="checkbox"/> Add <input type="checkbox"/> Delete		
<input type="checkbox"/> Add <input type="checkbox"/> Delete		

Signature. This exhibit has been signed and delivered on your behalf by the person whose name is printed below. That person represents and warrants to us that he or she is your authorized representative and that you have taken all action required by your organizational documents to authorize him or her to sign and deliver this exhibit (and any other documents we may require with respect to the CDA service) on your behalf. This exhibit supplements, but does not replace, any other ones you have given us in the past with respect to the CDA service.

A duplicate or copy of this signed exhibit delivered by you through facsimile or email attachment shall be as effective and enforceable as an original manually signed exhibit. A digital, electronic or photo static image of this signed document maintained in the SunTrust record retention system shall be as effective and enforceable as an original manually signed exhibit.

Client Name Town of Davie
Authorized Signature _____
Print Name Tom Truex Client Address 6591 Orange Drive
Print Title Mayor Davie FL 33314
Telephone Number 954.797.1030
Date _____, 20 _____



CONTROLLED DISBURSEMENT ACCOUNT SERVICE SCHEDULE

1. **Introduction.** This service schedule relates to the SunTrust Controlled Disbursement Account or "CDA" service. Throughout this service schedule, SunTrust Bank is referred to as "we" or "us," the treasury management services we offer are referred to as the "services," our treasury management services master agreement is referred to as the "master agreement", and the person or entity using the services is referred to as "you."
2. **Description of the CDA Service.** The CDA service allows you to improve control over daily cash requirements by allowing you to defer funding of check disbursements until the day they are presented for payment.
3. **Request for the CDA Service.** By signing this service schedule, you are requesting that we allow you to use the CDA service with respect to the disbursement accounts that are identified on the version of the exhibit that is in effect at the relevant time. Once we have included a disbursement account in our implementation of your setup for the CDA service and completed testing of your checks for that account, you may use the CDA service with respect to that disbursement account. Your use of the CDA service is subject to the terms and conditions set forth in the master agreement, this service schedule and the other documents described in the master agreement or this service schedule. By signing this service schedule, you acknowledge that you have received a copy of, and agree to be bound by, all of those terms and conditions.
4. **Operation of the CDA Service.**
 - (a) As a part of our implementation of your setup for the CDA service, we will provide you with a set of specifications that checks issued against a disbursement account must meet. These specifications include specific routing number and magnetic ink encoding requirements that must be met in order for the CDA service to operate correctly. Using checks that do not meet these specifications can result in daily out-of-balance situations in a disbursement account. You must give us voided sample checks for each disbursement account so that we may test those checks for compliance with the specifications. Once we complete our testing, we will send you a notice that your sample checks are acceptable or that they fail to meet our specifications. You may not issue checks against a disbursement account until you have received a notice from us that your sample checks for that account are acceptable.
 - (b) On each banking day, we will make information available to you regarding the total dollar amount of all checks that have been presented for payment against each disbursement account that day before the controlled disbursement reporting time(s) that we separately disclose to you from time to time. We will make this information available to you through one of our online services.
 - (c) You understand that we provide presentment information to you solely to assist you in funding your disbursement accounts. The CDA service does not relieve you of the obligation to fund your disbursement accounts appropriately. As a result, you agree to have sufficient available funds on deposit in each disbursement account to pay all checks presented against that account, whether or not we have notified you of the presentment of those checks. If the presentment information is not available by the reporting time, you should consider using an estimate based on historical information. The disbursement account may be funded by a transfer of available balances from another account with us, a wire transfer of funds from an account at another financial institution, or an approved line of credit from us. Whatever method is used, we must receive that funding by the funding deadline(s) that we separately disclose to you from time to time. In the event a disbursement account is not adequately funded on the date of presentment, we may return items for which there are not sufficient funds or, if we have previously approved a line of credit to you, we may extend credit to you in an amount sufficient to cover such items.
 - (d) If any ACH or other electronic debits are presented against a disbursement account, those debits may not be included in the information we provide you regarding daily presentments. In that event, you must adjust your funding of the disbursement account to cover the ACH or other electronic debits.
 - (e) You agree and understand that the purpose of the CDA service is to improve control over daily cash requirements by allowing you to defer funding of check disbursements until the day they are presented for payment, and not to delay the collection of funds by the payees.
5. **Duration and Changing of Options.** Once we have received an exhibit from you and included the information from it in our implementation of your setup for the CDA service, it remains in effect until (a) this service schedule or the agreement is terminated or (b) you complete, sign and give us another exhibit that adds to or deletes from your previous selections and we have had a reasonable time to act on that exhibit before we receive the relevant checks. Letters or other forms of communication will not be accepted. Each exhibit modifies your then-existing CDA service options on an incremental basis, meaning that each CDA service option you have previously selected remains in place unless you specifically change it on an exhibit.
6. **Termination.** We may terminate the CDA service immediately by giving you written notice of the termination. You may terminate the CDA service by giving us written notice of the termination, provided that any termination by you will not be effective until we have had a reasonable time to act on your notice.

Signature. This service schedule has been signed and delivered on your behalf by the person whose name is printed below. That person represents and warrants to us that he or she is your authorized representative and that you have taken all action required by your organizational documents to authorize him or her to sign and deliver this service schedule (and any other documents we may require with respect to the CDA service) on your behalf. This service schedule completely replaces any other ones you have given us in the past with respect to the CDA service.

A duplicate or copy of this signed service schedule delivered by you through facsimile or email attachment shall be as effective and enforceable as an original manually signed service schedule. A digital, electronic or photo static image of this signed document maintained in the SunTrust record retention system shall be as effective and enforceable as an original manually signed service schedule.

Client Name	<u>Town of Davie</u>		
Authorized Signature	<u></u>		
Print Name	<u>Tom Truex</u>	Client Address	<u>6591 Orange Drive</u>
Print Title	<u>Mayor</u>		<u>Davie FL 33314</u>
Telephone Number	<u>954.797.1030</u>		<u></u>
Date	<u></u>		<u>, 20</u>



ONLINE COURIER SERVICE SCHEDULE

- 1. Introduction.** This service schedule relates to the SunTrust Online Courier or "OLC" service. Throughout this service schedule, SunTrust Bank is referred to as "we" or "us," the treasury management services we offer are referred to as the "services," our treasury management services master agreement is referred to as the "master agreement," and the person or entity using the services is referred to as "you."
- 2. Description of the OLC Service.** The OLC service is an information reporting service that is available over the Internet or dedicated telephone lines. It is one of the online services described in the master agreement. Details regarding OLC's functionality and certain formatting and other technical requirements that you must follow when using the OLC service are provided in the OLC reference materials as we update them from time to time.
- 3. Request for OLC Service.** By signing this service schedule, you are requesting that we allow you to use the OLC service with respect to the accounts and services that you have or may in the future identify to us and that we have agreed to include in your set up for the OLC service. Once we have included an account or service in our implementation of your setup for the OLC service, you may use the OLC service to obtain information regarding that account or service. Your use of the OLC service is subject to the terms and conditions set forth in the master agreement, this service schedule and the other documents described in the master agreement or this service schedule. By signing this service schedule, you acknowledge that you have received a copy of, and agree to be bound by, all of those terms and conditions.
- 4. Designation of Security Administrator and Contact.** In order to use the OLC service, you must designate a person who will act as your OLC security administrator and a person who will act as your OLC contact. These people will have all of the rights and responsibilities described in the master agreement. Please provide all of the information required below for your OLC security administrator and OLC contact. If you want to change any of this information, you will need to complete, sign and give us a new service schedule. Letters or other forms of communication will not be accepted.

OLC Security Administrator:

Name:	Carol Menke	Address:	6591 Orange Drive
Title:	Deputy Budget & Finance Director		Davie FL 33314
Telephone No.:	954.797.1050		
After Hours Tele. No.:			
Facsimile No.:	954.797.1049	Email Address:	carol_menke@davie-fl.gov

OLC Contact:

Name:	SAME	Address:	SAME
Title:			
Telephone No.:			
After Hours Tele. No.:			
Facsimile No.:		Email Address:	

5. **Fees.** Fees for the OLC service will be charged to:

Account Name	Town of Davie	Account Number	0417006260478
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6. **Security Procedures.** The security procedures for the OLC service include the requirement that your users log on to the OLC service using the authorization codes that will be supplied by your security administrator as described in the master agreement. You agree that these security procedures are commercially reasonable.

Signature. This service schedule has been signed and delivered on your behalf by the person whose name is printed below. That person represents and warrants to us that he or she is your authorized representative and that you have taken all action required by your organizational documents to authorize him or her to sign and deliver this service schedule (and any other documents we may require with respect to the OLC service) on your behalf. This service schedule completely replaces any other ones you have given us in the past with respect to the OLC service.

A duplicate or copy of this signed service schedule delivered by you through facsimile or email attachment shall be as effective and enforceable as an original manually signed service schedule. A digital, electronic or photo static image of this signed document maintained in the SunTrust record retention system shall be as effective and enforceable as an original manually signed service schedule.

Client	Town of Davie		
Authorized Signature			
Print Name	Tom Truex	Client Address	6591 Orange Drive
Print Title	Mayor		Davie FL 33314
Telephone Number	954.797.1030		
Date			



ONLINE FILE TRANSFER SERVICE SCHEDULE

- 1. Introduction.** This service schedule relates to the SunTrust Online File Transfer or "OFT" service. Throughout this service schedule, SunTrust Bank is referred to as "we" or "us," the treasury management services we offer are referred to as the "services," our treasury management services master agreement is referred to as the "master agreement," and the person or entity using the services is referred to as "you."
- 2. Description of the OFT Service.** The OFT service is an Internet-based data transmission service. It is one of the online services described in the master agreement. Details regarding OFT's functionality and certain formatting and other technical requirements that you must follow when using the OFT service are provided in the OFT reference materials as we update them from time to time.
- 3. Request for OFT Service.** By signing this service schedule, you are requesting that we allow you to use the OFT service with respect to the accounts and services that you have or may in the future identify to us and that we have agreed to include in your set up for the OFT service. Once we have included an account or service in our implementation of your setup for the OFT service, you may use the OFT service to transmit or receive data files to or from us with respect to that account or service. Your use of the OFT service is subject to the terms and conditions set forth in the master agreement, this service schedule and the other documents described in the master agreement or this service schedule. By signing this service schedule, you acknowledge that you have received a copy of, and agree to be bound by, all of those terms and conditions.
- 4. Multiple Authorization Codes.** OFT authorization codes are not tied to any particular account or service. As a result, you should understand that if multiple sets of OFT authorization codes have been issued, any set of authorization codes may be used to transmit files through the OFT service for any service or account that we have included in your set up for the OFT service, whether or not the specific authorization codes being used were intended to be used with the particular account or service.
- 5. Designation of Contact.** In order to use the OFT service, you must designate at least one person who will act as your OFT contact. This person will have all of the rights and responsibilities described in the master agreement. If you name only one such person, then that person will act as your OFT contact for all accounts and services included in your set up for the OFT service, even if not all of those accounts and services are listed below. If you want a separate OFT contact for one or more accounts and services, or if you want to name a backup OFT contact for all accounts and services, then you must name each of those separate or backup OFT contacts below. Please provide all of the information required below for your OFT contact(s). If you want to change any of this information, you will need to complete, sign and give us a new service schedule. Letters or other forms of communication will not be accepted.

OFT Contact(s):

Name:	Richard Boyhan	Telephone No.:	954-797-1008
Accounts/Services:	all applicable accounts	After Hours Tele. No.:	

Name:	Tamecka McKay	Telephone No.:	954-797-2068
Accounts/Services:	all applicable accounts	After Hours Tele. No.:	

- 6. Fees.** Fees for the OFT service will be charged to:

Account Name		Account Number	
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- 7. Security Procedures.** The security procedures for the OFT service include the requirement that your users log on to the OFT service using the authorization codes that we supply to your OFT contact(s) as described in the master agreement. In that regard, we will replace the password portion of an authorization code upon your request. We will do so by calling the telephone number of your OFT contact (s) listed above and giving the new password to the person answering the phone at that number. You agree that we may give the new password to anyone we believe in good faith is your authorized employee or agent. You agree that these security procedures are commercially reasonable.

Signature. This service schedule has been signed and delivered on your behalf by the person whose name is printed below. That person represents and warrants to us that he or she is your authorized representative and that you have taken all action required by your organizational documents to authorize him or her to sign and deliver this service schedule (and any other documents we may require with respect to the OFT service) on your behalf. This service schedule completely replaces any other ones you have given us in the past with respect to the OFT service.

A duplicate or copy of this signed service schedule delivered by you through facsimile or email attachment shall be as effective and enforceable as an original manually signed service schedule. A digital, electronic or photo static image of this signed document maintained in the SunTrust record retention system shall be as effective and enforceable as an original manually signed service schedule.

Client	Town of Davie		
Authorized Signature			
Print Name	Tom Truex	Client Address	6591 Orange Drive
Print Title	Mayor		Davie FL 33314
Telephone Number	954.797.1030		
Date	, 20		



EXHIBIT TO POSITIVE PAY AND REVERSE POSITIVE PAY SERVICE SCHEDULE

This is an exhibit to the positive pay and reverse positive pay service schedule. Terms that are defined in that service schedule have the same meanings when used in this exhibit. By completing, signing and giving this exhibit to us, you are selecting the PPY or the RPPY service for each account specified in the tables below.

Accounts Using the PPY Service. Please complete this table for each account for which you would like to select the PPY service:

Account Number	Account Title	Mismatch Handling	Authorized Representatives	Telephone Representatives for Teller Access
0417006260489	Town of Davie Payroll Acct.	<input checked="" type="checkbox"/> Return default <input type="checkbox"/> Pay default	Name: Chelsie Wilson Telephone No.: 954-797-1055 Name: Margoth Steinberg Telephone No.: 954-797-1057 Fax Number for Contingency Exception Processing on Positive Pay Accounts: 954-797-1049	Name: Chelsie Wilson Telephone No.: 954-797-1055 Name: Margoth Steinberg Telephone No.: 954-797-1057
6990607009296	Town of Davie CDA	<input checked="" type="checkbox"/> Return default <input type="checkbox"/> Pay default	Name: Connie Joyce Telephone No.: 954-797-1158 Name: Alberto Jimenez Telephone No.: 954-797-1061 Fax Number for Contingency Exception Processing on Positive Pay Accounts: 954-797-1049	Name: Connie Joyce Telephone No.: 954-797-1158 Name: Alberto Jimenez Telephone No.: 954-797-1061
Both Accts	Town of Davie Payroll Acct & CDA	<input checked="" type="checkbox"/> Return default <input type="checkbox"/> Pay default	Name: Carolyn Akers Telephone No.: 954-797-1051 Name: Telephone No.: Fax Number for Contingency Exception Processing on Positive Pay Accounts:	Name: Carolyn Akers Telephone No.: 954-797-1051 Name: Telephone No.:

Accounts Using the RPPY Service. Please complete this table for each account for which you would like to select the RPPY service:

Account Number	Account Title	Authorized Representatives
		Name: Facsimile No.:
		Name: Facsimile No.:

	Name: Facsimile No.:	Name: Facsimile No.:
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Opting out of Teller Access. As described in the service schedule, if you do not name at least one telephone representative for each account for which you have elected the PPy service or if you select the RPPY service for an account, you will be deemed to have opted out of the teller access service for that account and you agree that we will not have any liability for paying any check presented over the counter in one of our branches, whether or not such check bears a forged or unauthorized signature or is counterfeit, altered or otherwise fraudulent or not validly issued, so long as we otherwise process that check in accordance with our standard check cashing procedures.

Signature. This exhibit has been signed and delivered on your behalf by the person whose name is printed below. That person represents and warrants to us that he or she is your authorized representative and that you have taken all action required by your organizational documents to authorize him or her to sign and deliver this exhibit (and any other documents we may require with respect to the PPy or RPPY service) on your behalf. This exhibit completely replaces any other ones you have given us in the past with respect to the PPy or RPPY service.

A duplicate or copy of this signed exhibit delivered by you through facsimile or email attachment shall be as effective and enforceable as an original manually signed exhibit. A digital, electronic or photo static image of this signed document maintained in the SunTrust record retention system shall be as effective and enforceable as an original manually signed exhibit.

Client Name Authorized Signature	Town of Davie	
Print Name	Tom Truex	Client Address 6591 Orange Drive
Print Title	Mayor	Davie FL 33314
Telephone Number	954.797.1030	
Date		, 20 08



POSITIVE PAY AND REVERSE POSITIVE PAY SERVICE SCHEDULE

1. **Introduction.** This service schedule relates to the SunTrust Positive Pay ("PPY") and Reverse Positive Pay ("RPPY") service. Throughout this service schedule, SunTrust Bank is referred to as "we" or "us," the treasury management services we offer are referred to as the "services," our treasury management services master agreement is referred to as the "master agreement," and the person or entity using the services is referred to as "you."

2. **Description of the PPY and RPPY Services.** The PPY and RPPY services allow you to give us instructions to return certain checks that you believe may be fraudulent or not validly issued. Details regarding the functionality the PPY and RPPY services and certain formatting and other technical requirements that you must follow when using the PPY or RPPY service are provided in the PPY and RPPY reference materials as we update them from time to time.

3. **Request for PPY or RPPY Service.** By signing this service schedule, you are requesting that we allow you to use the PPY or RPPY service with respect to the accounts that are identified on the version of the exhibit that is in effect at the relevant time. Once we have included the identified accounts in our implementation of your setup for the PPY or RPPY service, you may use the PPY or RPPY service (as applicable) with respect to those accounts. Your use of the PPY and RPPY services is subject to the terms and conditions set forth in the master agreement, this service schedule and the other documents described in the master agreement or this service schedule. By signing this service schedule, you acknowledge that you have received a copy of, and agree to be bound by, all of those terms and conditions.

4. **Selection of Service Options.** You may select the PPY or RPPY service for each account as described below. Your selection of an option for an account is reflected by the table in which you list that account on the version the exhibit that is in effect at the relevant time.

(a) Positive Pay or "PPY" Service Option.

(i) Presentment Processing. With the PPY service, you must transmit an issue file to us on each day on which you have issued any checks against any account that is included in your setup for the PPY service. We must receive that issue file by the issue deadline set forth in the PPY reference materials and it must contain all of the information set forth in the PPY reference materials with respect to each check you issued that day. You may send us a separate issue file for each account, or you may send us an aggregate issue file for all of the accounts that are included in your setup for the PPY service. Once we have received your issue file, we will compare the information in that issue file with the information in our systems with respect to checks (A) that have been presented to us through normal check clearing channels for payment against the relevant account and that we have posted to the relevant account, and (B) for which we have provisionally settled. You authorize us to finally pay and charge against the relevant account, each check that matches the information in your issue file. We will notify you of each presented check that is not included in the issue file that we received from you or that reflects information that does not match the information in the issue file we received from you. The checks that are not listed or for which the information does not match are referred to as "mismatched checks." You must instruct us to pay or return each mismatched check by the payment decision deadline set forth in the PPY reference materials. Your instructions must contain all of the information with respect to each mismatched check set forth in the PPY reference materials. You may elect one of two ways for us to deal with mismatched items if you fail to give us a pay or return decision by the payment decision deadline. Under the "return default" option, you authorize us to return each mismatched check unpaid unless we receive an instruction from you to pay it before the payment decision deadline except (A) as otherwise provided below for checks presented over the counter in one of our branches and (B) mismatched checks that we believe in good faith result solely from encoding errors. Under the "pay default" option, you authorize us to finally pay each mismatched check and charge it against the relevant account unless we receive an instruction from you to return it before the payment decision deadline. Your election of these options is reflected by the boxes that are checked on the version of the exhibit that is in effect at the relevant time. We may give you the option of not providing information in your issue file on one or more check attributes that the PPY service is capable of matching. Of course, not matching all available check attributes increases the risk that a fraudulent check will not be detected as a mismatched check. As a result, if you make the business decision of not providing information in your issue file with respect to all available check attributes, you agree that, in addition to the other limits on our liability provided by this service schedule, we will not be liable for paying any check that is fraudulent with respect to the attributes for which you failed to provide us information, so long as we otherwise satisfied our duty of care with respect to the other aspects of the PPY service in processing that check.

(ii) Teller Access Service. As part of the PPY service, we can also make your issue files available to our branches to assist our tellers in cashing checks. This is referred to as "teller access." If a check presented for payment over the counter in one of our branches against an account that uses teller access (A) is presented before we have received and processed an issue file for such check or (B) is a mismatched check, we will attempt to obtain approval for payment of the mismatched check by calling one of the people you have designated as a "telephone representative" for the relevant account on the version of the exhibit that is in effect at the relevant time. We will make one attempt to all each telephone representative for the relevant account until we have reached one of them. Each telephone representative is authorized to instruct us to pay or return any mismatched check. If the telephone representative we contact instructs us to pay the check, then you authorize us to finally pay the check and charge it against the relevant account. If we are unable to contact a telephone representative, or the telephone representative we contact does not instruct us to pay the mismatched check, then you authorize us to return the

check unpaid to the person presenting it to us. Our documentation showing that we contacted or attempted to contact your telephone representatives will be conclusive evidence that we took the reflected action. Fraud involving checks presented to tellers for cashing is one of the fastest growing forms of check fraud. Using our teller access service is one of the best ways to defend against that form of fraud and we strongly encourage you to take advantage of it. However, use of the teller access service is not mandatory and you may make a business decision to opt out of its use. Of course, opting out of the service increases the risk that a fraudulent check may be cashed over the counter in one of our branches. As a result, if you make the business decision to not name at least one telephone representative for each account for which you have elected the PPY service, you will be deemed to have opted out of the teller access service for that account and you agree that we will not have any liability for paying any check presented over the counter in one of our branches, whether or not such check bears a forged or unauthorized signature or is counterfeit, altered or otherwise fraudulent or not validly issued, so long as we otherwise process that check in accordance with our standard check cashing procedures.

(b) **Reverse Positive Pay or "RPPY" Service Option.** With the RPPY service, we will provide you with information on all checks (i) that have been presented to us through normal check clearing channels for payment against the relevant account, (ii) and we have posted to the relevant account, and (iii) for which we have provisionally settled. You must compare that information with your own information on checks that you have issued from the relevant account. If you determine that a check included in the information we provide should be returned, you must notify us by the payment decision deadline set forth in the RPPY reference materials. If we do not receive a notice from you to return a check by the payment decision deadline, you authorize us to finally pay and charge that check against the relevant account. If you select the RPPY service option, then teller access is not available. As a result, you agree that if you select the RPPY service for an account we will not have any liability for paying any check that is presented over the counter in one of our branches, whether or not such check bears a forged or unauthorized signature or is counterfeit, altered or otherwise fraudulent or not validly issued, so long as we otherwise process that check in accordance with our standard check cashing procedures. Similarly, if you select the RPPY service option, we may not provide you information for all check attributes that the PPY service is capable of matching. Of course, not matching all available check attributes increases the risk that a fraudulent check will not be detected as a mismatched check. As a result, you agree that, in addition to the other limits on our liability provided in this service schedule, if you select the RPPY service for an account, then we will not be liable for paying any check that is fraudulent with respect to the attributes for which we do not provide you information, so long as we otherwise satisfied our duty of care with respect to the other aspects of the RPPY service in processing that check.

5. **Transmission of Information.** We will transmit information regarding mismatches (for the PPY service) and information regarding checks that have posted to your account (for the RPPY service) to you by using certain of our online services. You must transmit your issue files (if you select the PPY service) and your pay or return decisions (for both the PPY and RPPY services) to us by using certain of our online services. Your issue files and pay or return decisions must be in a format we have approved. If the relevant online service is not available, then we will transmit the relevant information to you by facsimile at the facsimile number listed for the relevant authorized representative on the version of the exhibit that is in effect at the relevant time and you must transmit your issue files and/or your pay or return decision to us by facsimile at the facsimile number we specify.

6. **Limits on Our Liability.** You acknowledge that we will rely completely on information and instructions you give us in providing the PPY and RPPY services to you and that we are not required to inspect any attribute of a check (other than those included in the relevant issue file) that is processed through the PPY or RPPY service. As a result, you agree that in addition to any limitations on our liability under the agreement, we will not have any liability for (a) following instructions we receive from any person we believe in good faith is one of your authorized representatives or telephone representatives or (b) paying or returning any check in accordance with the terms of this service schedule, including any check that (i) bears a forged or unauthorized signature or is counterfeit or otherwise not validly issued or (ii) is altered or otherwise fraudulent with respect to an attribute that the PPY or RPPY service is designed to match. Moreover, you acknowledge that the PPY service is not a substitute for our stop payment service and you agree not to report an item as "void" if you have released the item.

7. **Suspension of Service.** You agree that you will be in material breach of the terms of this service schedule if you repeatedly fail to meet any of the deadlines described in the PPY reference materials or have an excessive number of checks not reported on your issue file for the PPY service or for which the information is not consistent with our information on checks that have been presented against the relevant account. In addition to any other rights we may have under this the agreement or applicable law, we may immediately suspend your use of the PPY or RPPY services.

Signature. This service schedule has been signed and delivered on your behalf by the person whose name is printed below. That person represents and warrants to us that he or she is your authorized representative and that you have taken all action required by your organizational documents to authorize him or her to sign and deliver this service schedule (and any other documents we may require with respect to the PPY or RPPY service) on your behalf. This service schedule completely replaces any other ones you have given us in the past with respect to the PPY or RPPY service.

A duplicate or copy of this signed service schedule delivered by you through facsimile or email attachment shall be as effective and enforceable as an original manually signed service schedule. A digital, electronic or photo static image of this signed document maintained in the SunTrust record retention system shall be as effective and enforceable as an original manually signed service schedule.

Client Name	Town of Davie		
Authorized Signature			
Print Name	Tom Truex	Client Address	6591 Orange Drive
Print Title	Mayor		Davie FL 33314
Telephone Number	954.797.1030		
Date	, 20		



EXHIBIT TO ZERO BALANCE ACCOUNT SERVICE SCHEDULE

This is an exhibit to the zero balance account or "ZBA" service schedule. Terms that are defined in the ZBA service schedule have the same meanings when used in this exhibit. By completing, signing and giving this exhibit to us, you are authorizing us to add to or delete from your existing ZBA service options as indicated in the following tables. Complete the appropriate table to add or delete a ZBA service selection. If you do not specify a target balance for a subsidiary account (or a master account for which there is a super master account), then the target balance for that account will be deemed to be zero.

Super Master Accounts:

Check "Add" or Delete" for each account	Account #	Account Title
<input type="checkbox"/> Add <input type="checkbox"/> Delete		

Master Accounts:

Check "Add" or Delete" for each account	Account #	Account Title	Zero or Target Balance Amount (if applicable)	Super Master Account (if applicable)
<input checked="" type="checkbox"/> Add <input type="checkbox"/> Delete	0417006260478	Town of Davie	\$NA	NA
<input type="checkbox"/> Add <input type="checkbox"/> Delete			\$	
<input type="checkbox"/> Add <input type="checkbox"/> Delete			\$	
<input type="checkbox"/> Add <input type="checkbox"/> Delete			\$	

Subsidiary Accounts:

Check "Add" or Delete" for each account	Account #	Account Title	Zero or Target Balance Amount	Master Account
<input checked="" type="checkbox"/> Add <input type="checkbox"/> Delete	6990607009296	Town of Davie	\$0.00	0417006260478
<input checked="" type="checkbox"/> Add <input type="checkbox"/> Delete	0417006260489	Town of Davie payroll account	\$0.00	0417006260478
<input type="checkbox"/> Add <input type="checkbox"/> Delete			\$	
<input type="checkbox"/> Add <input type="checkbox"/> Delete			\$	
<input type="checkbox"/> Add <input type="checkbox"/> Delete			\$	
<input type="checkbox"/> Add <input type="checkbox"/> Delete			\$	
<input type="checkbox"/> Add <input type="checkbox"/> Delete			\$	
<input type="checkbox"/> Add <input type="checkbox"/> Delete			\$	

Signature. This exhibit has been signed and delivered on your behalf by the person whose name is printed below. That person represents and warrants to us that he or she is your authorized representative and that you have taken all action required by your organizational documents to authorize him or her to sign and deliver this exhibit on your behalf. This exhibit supplements, but does not replace, any other ones you have given us in the past with respect to the ZBA service.

A duplicate or copy of this signed exhibit delivered by you through facsimile or email attachment shall be as effective and enforceable as an original manually signed exhibit. A digital, electronic or photo static image of this signed document maintained in the SunTrust record retention system shall be as effective and enforceable as an original manually signed exhibit.

Client	Town of Davie		
Authorized Signature			
Print Name	Tom Truex	Client Address	6591 Orange Drive
Print Title	Mayor		Davie FL 33314
Telephone Number	954.797.1030		
Date	_____, 20 ____		



ZERO BALANCE ACCOUNT SERVICE SCHEDULE

1. **Introduction.** This service schedule relates to the SunTrust Zero Balance Account or "ZBA" service. Throughout this service schedule, SunTrust Bank is referred to as "we" or "us," the treasury management services we offer are referred to as the "services," our treasury management services master agreement is referred to as the "master agreement," and the person or entity using the services is referred to as "you."
2. **Description of the ZBA Service.** The ZBA service allows you to manage your cash flow by aggregating debit and credit entries from one or more zero balance or "subsidiary" accounts to a master account on a daily basis.
3. **Request for the ZBA Service.** By signing this service schedule, you are requesting that we allow you to use the ZBA service with respect to the accounts that you identify on one or more exhibits to this service schedule. Once we have included an account in our implementation of your setup for the ZBA service, you may use the ZBA service with respect to that account. Your use of the ZBA service is subject to the terms and conditions set forth in the master agreement, this service schedule and the other documents described in the master agreement or this service schedule. By signing this service schedule, you acknowledge that you have received a copy of, and agree to be bound by, all of those terms and conditions.
4. **Daily Posting and Funding.** At the end of each banking day, we will transfer all debit and credit entries that were posted to a subsidiary account that banking day to the master account for that subsidiary account as identified on the relevant exhibit, so that each subsidiary account has a zero ledger balance (or the target ledger balance, if any, indicated for that subsidiary account on the relevant exhibit) at the end of each banking day. We will do this by posting to the relevant master account a single debit entry equal to the total amount of all checks, drafts, withdrawals and other debits (if any) in each subsidiary account, and a single credit entry equal to the total amount of all deposits, transfers and other credits (if any) in each subsidiary account or, at your option, we will post to the relevant master account a single entry equal to the net debit or credit activity in each subsidiary account. When we post these entries to a master account, we will also post offsetting entries to the relevant subsidiary account. You agree to maintain sufficient available balances at all times in each master account identified on the relevant exhibit to cover any debit activity (and any target ledger balances) of all subsidiary accounts funded by that master account as well as any debits presented directly against that master account. We are not obligated to pay checks, drafts, withdrawal requests or other debits presented against a master account or a subsidiary account unless there are sufficient available funds on deposit in the applicable master account. You agree that we may fund subsidiary account activity from the applicable master account identified on the relevant exhibit whether or not the ownership and/or authorized signors of the subsidiary account are the same as those for the master account.
5. **Super Master Accounts.** If you have identified a super master account on the relevant exhibit, any master account funded by the super master account will be treated as a subsidiary account of that super master account.
6. **Duration and Changing of Options.** Once we have received an exhibit from you and included the information from it in our implementation of your setup for the ZBA service, it remains in effect and we will post the total of all debits and the total of all credits (or, at your option, the net amount of all debits and credits) from each subsidiary account to the relevant master account in accordance with the selections you make on that exhibit until (a) this service schedule or the agreement is terminated or (b) you complete, sign and give us another exhibit that deletes from your previous selections and we have had a reasonable time to act on that exhibit before we receive the relevant debits or credits. Letters or other forms of communication will not be accepted. Each exhibit modifies your then-existing ZBA service options on an incremental basis, meaning that each ZBA service option you have previously selected remains in place unless you specifically change it on an exhibit.
7. **Termination of Service.** We may terminate the ZBA service immediately by giving you written notice of the termination. You may terminate the ZBA service by giving us written notice of the termination, provided that any termination by you will not be effective until we have had a reasonable time to act on your notice.

A duplicate or copy of this signed service schedule delivered by you through facsimile or email attachment shall be as effective and enforceable as an original manually signed service schedule. A digital, electronic or photo static image of this signed document maintained in the SunTrust record retention system shall be as effective and enforceable as an original manually signed service schedule.

Client Name	Town of Davie		
Authorized Signature			
Print Name	Tom Truex	Client Address	6591 Orange Drive
Print Title	Mayor		Davie FL 33314
Telephone Number	954.797.1030		
Date			, 20



SCANNABLE LOCKBOX SERVICE SCHEDULE

1. **Introduction.** This service schedule relates to the SunTrust Scannable Lockbox or "SLB" service. Throughout this service schedule, SunTrust Bank is referred to as "we" or "us," the treasury management services we offer are referred to as the "services," our treasury management services master agreement is referred to as the "master agreement," and the person or entity using the services is referred to as "you."
2. **Description of the SLB Service.** The SLB service is designed to facilitate the receipt and processing of your accounts receivable remittances. Details regarding SLB's functionality and certain formatting and other technical requirements that you must follow when using the SLB service are provided in the SLB reference materials as we update them from time to time.
3. (a) **Request for SLB Service.** By signing this service schedule, you are requesting that we allow you to use the SLB service with respect to the accounts that you have or may in the future identify to us and that we have agreed to include in your setup for the SLB service. Once we have included the identified account(s) in our implementation of your setup for the SLB service, we will send you an implementation notice containing the relevant account number(s) and corresponding lockbox number(s). We will also send you a copy of your initial lockbox operating instructions and will update those instructions from time to time based on information you give us. To the extent you elect to have us process items that are not accompanied by coupons through our wholesale lockbox system, we will also give you a copy of the instructions for that system. Once we send you a copy of the initial instructions, we will begin providing the SLB service for you with respect to the account(s) described in those instructions. Your use of the SLB service is subject to the terms and conditions set forth in the master agreement, this service schedule and the other documents described in the master agreement or this service schedule. By signing this service schedule, you acknowledge that you have received a copy of, and agree to be bound by, all of those terms and conditions.
- (b) **Request for Image Services.** The Image services enable you to view images of checks and remittance payment information that are received through your lockbox. You can access these images and transaction information through Image Browser, Image CD ROM and/or Image Transmission file. Details regarding these services, their functionality and certain requirements that you must follow when using the Image services are provided in the Image reference materials as they are updated from time to time.

By the authorized signer initialing next to one or more of the Image services, you are requesting that we provide:

_____ **Image Browser** - internet-based access to your lockbox images and data with flexible viewing parameters and search capability for check and document information using a specific date or several search criteria, administrative management over users and their access privileges, Web-accessible historical data, exportable transaction information, check and document images that can be emailed directly from this Image service and annotation tools that can be used to create notes or highlight information on check or document images that can be saved for future reference. Batch Download, Full Text Search and Remitter Keying capabilities are also available as additional service selections. You must designate a security administrator responsible for setting up and maintaining your users' access to the Image Browser service. We will assign a unique user-specific user ID and password to this designated administrator and enable access to Image Browser service for the lockbox accounts which have been set up for you. If you implement image archival services as part of your Image Browser service and your Image Browser service is later terminated, you authorize us to create a CD ROM of your archived data and mail it to you.

_____ **Image CD ROM** - after delivery by mail, you have access to your lockbox images along with index fields of information for long term archival purposes. CD ROM of lockbox images can be downloaded onto your computer. You must designate a security administrator responsible for downloading the software used to access the CD ROM of your lockbox images. The CD ROM will be encrypted to protect your data during transit in the mail. We will assign a unique PIN number that your security administrator will use to de-encrypt and access the CD ROM.

_____ **Image Transmission file** - customized access to your lockbox images along with index fields of information that can be downloaded directly into your Accounts Receivable systems. Image Transmission files are encrypted and are transmitted using File Transfer Protocol (FTP). You must designate a technical contact responsible for receiving or retrieving your Image Transmission files. You will retrieve your Image Transmission files by accessing a FTP site and by using the unique user ID and password assigned to your company. If you elect for us to "push" your Image Transmission files to you, you can provide us the information needed to access your computer system to deliver the files. We will send the URL address and the user ID and password to the person you designate as your contact.

You agree that the security procedures for each of the Image services you select are commercially reasonable.

4. **Processing of Deposits.** We will establish one or more post office boxes or "lockboxes" in your name as described in the implementation notice(s). On each banking day after a lockbox has been established, we will process the checks, drafts and money orders (all of which are referred to as "items") received in a lockbox in accordance with the instructions in effect at the relevant time and send you deposit advices for those items.

(a) **Automated Processing System.** We process items through the use of automated systems. You must design your remittance documents (which are referred to as "coupons") to include supporting documentation containing the information required for us to identify and validate items for automated processing. We will test the performance of your coupons and will only begin providing the SLB service to you only upon the satisfactory completion of the test.

(b) **Items With Coupons.** We will process items that are accompanied by coupons automatically for deposit into the relevant account. We will not inspect these items for payee name, drawer signature, date, or for items and/or accompanying correspondence containing "payment in full" or other similar payment dispute language. We will not be liable for processing or depositing items without inspecting them for issues relating to any of these attributes.

(c) **Items Without Coupons.** Items that are not accompanied by coupons will be returned to you or processed manually as directed in the instructions. If we process items, we will use good faith efforts to inspect them as follows: (i) an item containing a payee name that does not reasonably correspond with your acceptable payee list (if you have given us one) will be handled in accordance with the instructions in effect at the relevant time; and (ii) if an item contains inconsistent written and numeric amounts, the item will be deposited for the written amount unless the instructions that are in effect at the relevant time direct otherwise. You agree that we do not fail to exercise good faith efforts to inspect an item solely because we process it in a manner inconsistent with this paragraph. We will not inspect (i) any processed item for the drawer's signature or date or (ii) unless otherwise agreed in writing and in exchange for the payment of a separate per item fee, any processed item and/or accompanying correspondence for "payment in full" or other similar payment dispute language. We will not be liable for any loss resulting from processing any such items, including any items we may inspect for "payment in full" or similar payment dispute language under a separate written agreement. As a part of processing an item, we will enter data regarding certain aspects of an item (such as the drawer's name and the account invoice number shown on the item) into the data file you will receive. You agree that we will not be liable for good faith errors in any of that data.

(d) **Endorsement.** We will endorse items for deposit with our standard lockbox endorsement and deposit them to the relevant account. We will not be liable for any loss relating to our failure to endorse an item properly.

(e) **Stop File.** You may give us a file of items that you do not want us to process. Your file must be in the format and contain the information that we separately disclose to you from time to time with respect to each item that you do not want us to process and we must receive it a reasonable period of time before the items in question are received in a lockbox. We will use good faith efforts to stop processing items described in your file and return them to you, but we will not have any liability if we process any such item.

(f) **Forwarding Items.** If you receive an item that should have been delivered to a lockbox, you may forward it to our lockbox department. We will process all such items (whether accompanied by a coupon or not) automatically and without inspecting them. If you have more than one lockbox, you must designate the lockbox through which we should process the item.

(g) **Cash and Other Property.** We will deposit any cash received in a lockbox into the relevant account. Any property other than items, cash and related remittance materials received in a lockbox will be sent to you. You agree that we have no liability for any cash or other property received in a lockbox.

(h) **Data Files.** On each banking day, we will make a data file regarding the items processed in each lockbox that day available to you through one of our online services. The data file will be in the format and will contain the information described in the SLB reference materials and the instructions in effect at the relevant time. We will make this information available on each banking day by the reporting time(s) disclosed in the SLB reference materials and the instructions in effect at the relevant time.

5. **Remittance Materials.** We will destroy the coupons within 5 days after we receive them. We will only return correspondence and other materials ("original remittance materials") received in a lockbox to you if the instructions in effect at the relevant time direct us to return those materials. We will destroy the original remittance materials within 5 days after we receive them. Once we destroy the original remittance materials, the images of them that we may capture during their processing will be the only source of information about their contents. You agree that we will have no liability for any missed image or if any image we capture is not legible.

6. **Affiliate Deposits.** If you have not given us an acceptable payee list, you represent and warrant to us that you have the authority to have each item received in a lockbox endorsed and deposited into your account(s), even if the payee name on an item is not your name as shown in the signature block of this service schedule. In addition, if you have given us an acceptable payee list, you represent and warrant to us that if any name on that list that is a separate legal entity (rather than merely a "d/b/a" or trade name that you use), you have authority from that entity to have items payable to it endorsed and deposited into your account(s). You agree to provide us with satisfactory evidence of that authority upon request.

7. **Return Items.** Unless otherwise stated in the instructions, we will handle dishonored or returned items in accordance with our rules and regulations for deposit accounts in effect at the relevant time.

8. **Termination.** If this service schedule or the agreement is terminated, we will complete the processing of items we received prior to the termination date. For a period of ninety days after the termination date, we will forward all lockbox remittances to you or as you may otherwise direct in writing. After that time, we will stamp all remittances "refused" and return them to the sender.

Signature. This service schedule has been signed and delivered on your behalf by the person whose name is printed below. That person represents and warrants to us that he or she is your authorized representative and that you have taken all action required by your organizational documents to authorize him or her to sign and deliver this service schedule (and any other documents we may require with respect to the SLB service) on your behalf. This service schedule completely replaces any other lockbox service schedules you have given us in the past with respect to the SLB service.

A duplicate or copy of this signed service schedule delivered by you through facsimile or email attachment shall be as effective and enforceable as an original manually signed service schedule. A digital, electronic or photo static image of this signed document maintained in the SunTrust record retention system shall be as effective and enforceable as an original manually signed service schedule.

Client Name	Town of Davie		
Authorized Signature			
Print Name	Tom Truex	Client Address	6591 Orange Drive
Print Title	Mayor		Davie FL 33314
Telephone Number	954.797.1030		
Date	, 20		